

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: June 2, 2010

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
10	C03015-03	RMA Group <i>Ed Lyon, President</i>	None

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*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

Item No.	Contract No.	Principals & Agents	Subcontractors
11	C08011-01	HDR, Inc. <i>Tom Kim</i>	ATS Consulting <i>Hugh Sauerman</i> CHJ Incorporated <i>Allen D. Evans</i> David Evans and Associates <i>Bernard McNally</i> Huitt-Zollars <i>Maurice Murad</i> JL Patterson and Associates, Inc. <i>Jaqueline Patterson</i> LSA and Associates, Inc. <i>Rob McCann</i> Meyers, Mohaddes Associates <i>Leon Ward</i> Tatsumi and Partners, Inc. <i>David Tatsumi</i> Westbound Communications <i>Carrie Gilbreth</i>
12	C10202	Transportation Energy Solutions, Inc. <i>Nathaniel Behura</i>	TCM Group <i>Michael Tahan, Vice President</i>
13	C10154	Southern California Edison <i>Albert Ramirez</i>	None
16	C10183	Hernandez, Kroone & Associates <i>Richard R. Hernandez</i> <i>Anne M. Hernandez</i>	Vali Cooper & Associates <i>Agnes Weber</i> <i>Gary Bedey</i> Simplex Construction <i>Rajesh (Roger) Soneja</i> Ninyo & Moore <i>Avram Ninyo</i> Meadows Consulting <i>Karen Meadows</i> Simon Wong Engineering <i>Simon Wong</i> The Moote Group <i>Majorie Knitter</i> <i>Paul Moote II</i>

Item No.	Contract No.	Principals & Agents	Subcontractors
19	C10209	AMMA Transit Planning	Transportation Planning & Policy <i>Roy Glauthier</i> Transit Marketing LLC <i>Selena Barlow</i> Dan Boyle & Associates <i>Dan Boyle</i> GIS Workshop <i>John Johnson</i> TWJ Consulting <i>Roger Teal, Ph.D.</i> Arellano & Associates <i>Cheryl Donahue</i> Arellano & Associates <i>Marie Yanez-Forgash</i> AECOM <i>David Sampson</i> AECOM <i>Stuart Geltman</i>

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X		X	X	X	X							
Brad Mitzelfelt Board of Supervisors	X	X	X		X	X							
Paul Biane Board of Supervisors	X	X	X	X		X							
Josie Gonzales Board of Supervisors	X	X	X	X	X	X							
Neil Derry Board of Supervisors	X	X	X	X	X	X							
Charley Glasper City of Adelanto	X	X	X	X	X	X							
Rick Roelle Town of Apple Valley	X	X	X	X	X	X							
Julie McIntyre City of Barstow	X	X	X	X	X	X							
Bill Jahn City of Big Bear Lake	X		X	X	X								
Dennis Yates City of Chino	X		X	X	X	X							
Gwenn Norton-Perry City of Chino Hills	X	X	X	X	X	X							
Ed Graham City of Chino Hills	X	X	X	X	X	X							
Kelly Chastain City of Colton	X	X	X	X	X	X							
Mark Nuaimi City of Fontana	X	X	X		X	X							
Bea Cortes City of Grand Terrace	X	X	X	X	X	X							

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mike Leonard City of Hesperia	X	X	X	X	X	X							
Larry McCallon City of Highland	X	X	X	X	X	X							
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X							
Paul Eaton City of Montclair	X	X	X	X	X	X							
Jeff Williams City of Needles	X		X	X	X	X							
Alan Wapner City of Ontario	X	X	X	X	X	X							
Diane Williams City of Rancho Cucamonga	X		X	X	X	X							
Pat Gilbreath City of Redlands	X		X	X	X	X							
Ed Scott City of Rialto	X	X	X	X	X	X							
Patrick Morris City of San Bernardino	X	X	X	X	X	X							
Jim Harris City of Twentynine Palms	X	X	X	X	X	X							
John Pomierski City of Upland	X	X	X	X	X	X							
Ryan McEachron City of Victorville	X		X	X	X	X							
Dick Riddell City of Yucaipa	X	X	X	X	X	X							
William Neeb Town of Yucca Valley	X	X	X	X	X	X							
Ray Wolfe Ex-Official Member	X		X	X	Syed Raza	X							

X = member attended meeting.

* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X		X	X	X	X	X		X	X	X	X
Brad Mitselfelt Board of Supervisors	X			X	X		X	X	X	X	X	X	X
Paul Biane Board of Supervisors	X		X	X			X	X	X		X	X	X
Josie Gonzales Board of Supervisors	X	X	X	X	X		X		X	X	X	X	X
Neil Derry Board of Supervisors		X	X	X	X	X	X	X	X		X	X	X
Charley Glasper City of Adelanto	X	X	X	X	X		X	X	X	X	X	X	X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X	X	X	X	X	X
Julie McIntyre City of Barstow	X	X	X	X	X		X	X		X		X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X	X	X	X	X	X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X		X	X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X			X	X		X	X	X
Kelly Chastain City of Colton	X	X	X	X	X	X	X	X	X	X	X	X	X
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X	X
Bea Cortes City of Grand Terrace	*	X	X	X	X	X	X	X	X		X	X	X
Mike Leonard City of Hesperia	X	X		X	X		X	X	X		X		X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X	X	X	*	X	X	X	X
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X		X	X	X	X
Paul Eaton City of Montclair	X	X	X	X	*		X	X	X	X	X	X	X
Jeff Williams City of Needles	X	X		X	X		X	X	X	X		X	
Alan Wapner City of Ontario	X	X	X	*	X		X	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X		X
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X	X
Grace Vargas City of Rialto	*	X	X	X	X	X	X	X	X	X	X	X	X
Ed Scott City of Rialto	X	X	X	X	X		X	*	X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X		X	X	X	X	X	X	X
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X	X		X	X	X	X	X			X	X
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	*	X	X	X	X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X
William Neeb Town of Yuca Valley	X	X	X	X	X	X	X	X	X	X	X		X
Ray Wolfe Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem	X	X	X	X	X	X

X = member attended meeting.

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Empty box = Did not attend meeting

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Minute Action

AGENDA ITEM: 3

Date: June 2, 2010

Subject: March 2010 and April 2010 Procurement Report

Recommendation: Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Administrative Committee for the months of March 2010 and April 2010.

Financial Impact: This item imposes no impact on the FY 2009/2010 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on May 12, 2010.

Responsible Staff: William Stawarski, Chief Financial Officer

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

March 2010 and April 2010 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
RCMS #			EDEN	\$
EDEN #				
P10222	04/01/10	Mobility 21 Transportation Coalition	Mobility 21 Dues for 2010	17,000.00
4000315				
P10208	03/15/10	American Society of Civil Engineers	Training Seminar on Design Build Contracting	16,485.00
4000316				
P10199	03/05/10	Parsons	Preparation and Participation in the Board Long Range Transportation Planning Workshop	19,624.00
4000317				
P10218	04/01/10	TH Enterprises, Inc.	Replacement Servers and Disaster Recovery Storage	9,353.00
4000320				
Total \$				\$ 62,462.00

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 4

Date: June 2, 2010

Subject: Third Quarter Budget to Actual Report for Period Ending March 31, 2010

Recommendation:* Receive the Third Quarter Budget to Actual Report for Period Ending March 31, 2010.

Background: SANBAG's Budget for Fiscal Year 2009-2010 for new activity was adopted by the Board of Directors on June 3, 2009. Upon finalization of the SANBAG audit, encumbrances (commitments related to unperformed contracts for goods or services from previous fiscal years) are presented for approval to be formally incorporated into the FY 2009-2010 Budget.

The report provides a summary of program activity and task activity compared to budget. Budgetary information includes the original and revised budgets, and year to date expenditures.

Tasks that are currently over budget are:

<u>Task No.</u>	<u>Description</u>	<u>Amount</u>
20310000	Congestion Management	\$ 3,236
52610000	Subregional Transp. Monitoring	\$17,281
31510000	Omnitrans	\$ 7,538
94610000	Debt Service-Barstow/96 Issuance	\$ 8,142

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*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Task 94610000 will be offset by a reduction in Mt./Desert Measure I Local (Task 91801000) pass-through payments. The other tasks are attributed to salary, fringe and indirect cost allocations and will be adjusted at year end. The original budget understated the fringe benefit and indirect cost allocation rates and a budget amendment was authorized by SANBAG Board.

- Financial Impact:*** This item reports the status of expenditures against budget and imposes no financial impact on the FY 2009/2010 Budget.
- Reviewed By:*** This item was unanimously received by the Administrative Committee on May 12, 2010.
- Responsible Staff:*** William Stawarski, Chief Financial Officer

Minute Action

AGENDA ITEM: 5

Date: June 2, 2010

Subject: SANBAG Classification and Compensation Study

Recommendation:* Approve the following recommendations made in relation to the SANBAG Classification and Compensation policies:

- 1) Technical title changes to 16 SANBAG positions as outlined in Attachment A.
- 2) Adopt a new Open Range Salary Plan as shown on the amended Policy 10107 Appendix A–Attachment B.
- 3) Adopt a new SANBAG Classification Plan and salary range assignment as shown on the attached amended Policy 10110 Appendix A–Attachment C.
- 4) Adopt amendments to Policy 10107 – Compensation Administration to incorporate the changes to the salary range and classification system–Attachment D.
- 5) Adopt amendments to Policy 10110 – Employment Status and Classification to incorporate the changes to the salary range and classification system–Attachment E.

Background: The ability of SANBAG to plan, program, and deliver transportation and transit projects as well as fulfill our role as the council of governments depends upon a quality staff. SANBAG is in a competitive marketplace for qualified employees

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*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

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with the appropriate knowledge and experience. To help insure that SANBAG can attract and retain a quality workforce, Public Sector Personnel Consultants (PSPC) was commissioned to study SANBAG position classifications and compensation. (This study has been provided to the committee under separate cover).

There are two basic purposes of this classification and compensation study. One purpose is to examine SANBAG's job titles and job descriptions to make sure they are appropriate for the work actually being performed, are internally consistent and are compatible with the marketplace. The second purpose is to examine SANBAG's salary and benefit plan for competitiveness among a range of comparable survey agencies.

Classification Plan

The study found that the classifications currently being used for positions at SANBAG are appropriate for the work being performed though it is recommended that 16 job titles be modified. These technical job title modifications are being recommended so that the titles are more in line with industry standards and better reflect the hierarchy of positions within SANBAG. The titles recommended for change are detailed in Attachment A.

Another key finding during the analysis of SANBAG's classification system was how classifications were designated as either "exempt" or "non-exempt" from provisions of the federal Fair Labor Standards Act (FLSA). The FLSA requires that most employees be paid for all hours worked and overtime paid for all hours worked over 40 hours in a workweek. However, there are exemptions from overtime pay for certain executive, administrative, professional, and some computer employees. Federal law defines these exemptions very specifically. Our consultant and SANBAG counsel used this opportunity to review all SANBAG positions and evaluate whether they are exempt or not from FLSA. The result of this analysis is that six positions will be reclassified from "exempt" to "non-exempt".

The primary result of reclassifying these positions is that SANBAG may experience higher labor costs due to more employees being eligible for overtime. Based on the positions being reclassified and the hours worked over 40 hours in a week in the past year, SANBAG could experience additional overtime costs of up

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to \$35,000 during the year. SANBAG management will be tasked with managing overtime in a manner consistent with the adopted budget.

Another change that will be required as a result of the change in “exempt” status is the SANBAG policy on Administrative Leave. Current policy states that all exempt employees shall receive 40 hours of Administrative Leave annually. This is to compensate these employees for the fact that they must routinely work over 40 hours in a work week. That provision won’t change. However, six employees in the Administrative/Professional classification that have been receiving Administrative Leave will no longer be eligible because of their new “non-exempt” status.

Compensation Plan

The study found that generally SANBAG’s compensation plan is competitive. Looking at salary alone, 76% of benchmarked classifications are within 5% or have a higher salary when compared with designated public and private competitor employers. When looking at total compensation, including both salary and benefits, 71% of benchmarked classifications are within 5% or have higher compensation when compared with the same designated public and private competitor employers.

Conversely, 24% of our benchmarked classifications are not competitive in salary when compared with competitor employers. This means that the midpoint salary is more than 5% below the survey midpoint of salary at competitor employers for similar positions.

In examining SANBAG’s compensation plan, the consultant made a recommendation regarding the salary range structure that will make SANBAG competitive without an initial cost to implement. The consultant is recommending that SANBAG move to an “Open Range” salary structure for all positions.

Currently, SANBAG uses two salary structures: an “Open Range” structure for executive staff and a “Range/Step” structure for all other positions. The “Range/Step” plan contains 35 ranges consisting of 9 steps that are 2.5% apart. The separation between each range is 5%. Support job classifications are assigned to one range creating an in-range opportunity of 21.55% from the minimum salary to the maximum salary. Administrative/Professional

classifications are assigned to multiple (from four up to six) salary ranges which creates opportunities ranging from 40.71% to 55.13% from the minimum salary to the maximum salary.

The recommended "Open Range" structure would provide a uniform in-range salary opportunity of 50% from minimum salary to maximum salary for all position classifications. Also, all positions would be assigned to a single range. The advantage of this system over a "Range/Step" system is that it gives greater flexibility in providing increases for performance and in establishing a hire-on salary. Currently SANBAG is limited to steps in 2.5% or 5% increments. In the recommended "Open Range" system, increases can be given in any increment; 0.5%, 1%, 1.5% etc. This gives managers greater flexibility in managing budget and employee incentives. It also gives us greater room in a range to reward and retain experienced employees.

In this system, the midpoint of a salary range is where a normal performing employee should expect to be. However, employees who show exceptional performance can be advanced higher in the range based on their annual performance review. This is not a longevity based system but a performance based system.

The recommended "Open Range" plan assigns position classifications to salary ranges based on the compensation survey of competitor employers. The current salaries for all employees fall within the recommended ranges. This means that there will be no fiscal impact in the current year to implement the recommendation. In subsequent years, employees will be able to advance within the open range based on their performance. These costs will be borne as part of the annual budget process that already includes a contingency for merit increases.

Study Recommendations

The study makes 12 recommendations regarding SANBAG's classification and compensation system. Some of these recommendations have been outlined in the above sections. The complete list of recommendations along with SANBAG staff's recommended action is as follows:

1. Enact a permanent prevailing rate-related salary policy for SANBAG (page 17 of study).

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Staff recommends deferring action on this recommendation. This has long term implications and commits SANBAG to an annual process for assessing compensation and conducting compensation surveys. More analysis of the proposal in light of our budget and economic conditions needs to be made.

2. Establish SANBAG's salary competitiveness policy at 100% of the established prevailing rates (page 17 of study).

Staff recommends deferring action on this recommendation. This has long term implications and commits SANBAG to an annual process for assessing compensation and conducting compensation surveys. More analysis of the proposal in light of our budget and economic conditions needs to be made.

3. Utilize the Permanent Salary Range Table (Open Range) from the study (page 16 of study).

Staff recommends that the Permanent Salary Range Table be adopted and incorporated into Policy 10107- Compensation Administration (staff recommendation #2).

4. Adopt the FY 2011 base salary range assignments in tables 5 and 6 from the study (pages 18 and 20 of study).

Staff recommends that the base salary range assignments be adopted for Fiscal Year 2010/11 and be incorporated into Policy 10110 – Employment Status and Classification (staff recommendation #3).

5. Annually update the salary plan by reallocating job classes to different salary ranges from the Permanent Salary Range Table reflecting the varying prevailing rate movement for each job class in the marketplace (page 25 of study).

Staff recommends deferring action on this recommendation. This has long term implications and commits SANBAG to an annual process for assessing compensation and conducting compensation surveys.

More analysis of the proposal in light of our budget and economic conditions needs to be made.

6. Utilize the salary range linkage guide for salary range allocation of non-benchmark job classes during annual salary plan update (page 22, Table 7 of study).

Staff recommends implementation as part of future salary survey procedures.

7. Upon implementation of the updated salary plan in FY 2011, combine all funds previously provided separately for COLA and merit into a single annual prevailing rate maintenance budget.

Staff recommends deferring action on this recommendation. This has long term implications and commits SANBAG to an annual process for assessing compensation and conducting compensation surveys. More analysis of the proposal in light of our budget and economic conditions needs to be made.

8. Increase the amount of the annual benefit allowance employees receive to pay for group insurance benefits (page 28 of study).

Staff recommends deferring action on this item this year due to current economic conditions.

9. Increase the life insurance policy amount for executive level employees (page 28 of study).

Staff recommends deferring action on this item this year due to current economic conditions.

10. Increase the annual vacation benefit for executive and management level employees and increase the amount of bereavement leave for all employee levels (page 29 and 31 of study).

Staff recommends deferring action on this item this year due to current economic conditions.

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11. Develop and implement a comprehensive program and materials to communicate SANBAG's updated position classification and FY 2011 salary plan to all employees.

Staff will implement this recommendation.

12. Conduct workshops for all supervisors, managers, and department heads on SANBAG's updated position classification and FY 2011 salary plan.

Staff will implement this recommendation upon approval of the staff recommendations by the SANBAG Board of Directors.

Financial Impact: The most immediate fiscal impact will be an increase in overtime salary costs of approximately \$35,000 due to the change in FLSA status of six employees from "exempt" to "non-exempt". These costs are not known precisely and are only an estimate. There will be a decrease of approximately \$7,000 to SANBAG's Administrative Leave liability for eliminating Administrative Leave for Administrative/Professional classifications that are considered "non-exempt" under FLSA. Any additional costs will be considered in future budgets. Long term, SANBAG will have more employees that will be able to advance further in their salary range than the current plan allows. Support employees will be able to advance nearly an additional 30% in salary over a number of years depending on performance of incumbent staff. The specifics of such long range increases cannot be specifically quantified due to a wide number of variables.

Reviewed By: This item was reviewed by the Administrative Committee on May 12, 2010 and recommended for approval (9-1-0). Supervisor Josie Gonzales opposed.

Responsible Staff: Duane A. Baker, Director of Management Services

Attachment A
Technical Job Title Changes

	Current Job Title	Recommended Job Title
1	Accounting Assistant II	Accounting Assistant
2	Administrative Services Specialist	Management Services Specialist
3	Air Quality and Mobility Programs Manager	Air Quality and Mobility Programs Administrator
4	Clerk of the Board/Administrative Assistant	Clerk of the Board/Administrative Supervisor
5	Clerk Receptionist II	Receptionist
6	Clerk Receptionist III	Office Assistant
7	Data Program Administrator	GIS Administrator
8	Director of Intergovernmental and Legislative Affairs	Director of Legislative Affairs
9	Human Resources/Information Services Manager	Human Resources and Information Services Administrator
10	Legislative Specialist	Legislative Analyst
11	Secretary I	Transportation Programming Technician
12	Secretary II	Administrative Assistant
13	Secretary III	Administrative Assistant, Senior
14	Senior Accounting Assistant	Accountant
15	Transportation Programming Analyst, Associate	Transportation Programming Analyst
16	Director of Freeway Construction	Director of Project Delivery

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Attachment B

San Bernardino Associated Governments	Policy	10107 Appendix A
Adopted by the Board of Directors May 2, 2001	Revised	Draft 5/12/10 6/3/09
Compensation Administration SANBAG Salary Plan	Revision No.	11 40

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Salary Plan Revision History

San Bernardino Associated Governments

Salary Plan for Fiscal Year 2008/2009 and Fiscal Year 2009/2010 2010/2011
Effective July 3, 2008 2010

Range		A	Aa	B	Bb	C	Cc	D	Dd	E
1	Hourly	11.63	11.92	12.21	12.52	12.83	13.15	13.47	13.80	14.14
	Monthly	2,016.36	2,066.77	2,117.17	2,170.10	2,223.03	2,278.61	2,334.18	2,392.54	2,450.89
	Annual	24,196.28	24,801.19	25,406.09	26,041.25	26,676.40	27,343.31	28,010.22	28,710.47	29,410.73
2	Hourly	12.21	12.52	12.83	13.15	13.47	13.80	14.14	14.49	14.85
	Monthly	2,117.17	2,170.10	2,223.03	2,278.61	2,334.18	2,392.54	2,450.89	2,512.17	2,573.44
	Annual	25,406.09	26,041.25	26,676.40	27,343.31	28,010.22	28,710.47	29,410.73	30,146.00	30,881.27
3	Hourly	12.83	13.15	13.47	13.80	14.14	14.49	14.85	15.22	15.59
	Monthly	2,223.03	2,278.61	2,334.18	2,392.54	2,450.89	2,512.17	2,573.44	2,637.77	2,702.11
	Annual	26,676.40	27,343.31	28,010.22	28,710.47	29,410.73	30,146.00	30,881.27	31,653.30	32,425.33
4	Hourly	13.47	13.80	14.14	14.49	14.85	15.22	15.59	15.98	16.37
	Monthly	2,334.18	2,392.54	2,450.89	2,512.17	2,573.44	2,637.77	2,702.11	2,769.66	2,837.22
	Annual	28,010.22	28,710.47	29,410.73	30,146.00	30,881.27	31,653.30	32,425.33	33,235.96	34,046.60
5	Hourly	14.14	14.49	14.85	15.22	15.59	15.98	16.37	16.78	17.19
	Monthly	2,450.89	2,512.17	2,573.44	2,637.77	2,702.11	2,769.66	2,837.22	2,908.15	2,979.08
	Annual	29,410.73	30,146.00	30,881.27	31,653.30	32,425.33	33,235.96	34,046.60	34,897.76	35,748.93
6	Hourly	14.85	15.22	15.59	15.98	16.37	16.78	17.19	17.62	18.05
	Monthly	2,573.44	2,637.77	2,702.11	2,769.66	2,837.22	2,908.15	2,979.08	3,053.55	3,128.03
	Annual	30,881.27	31,653.30	32,425.33	33,235.96	34,046.60	34,897.76	35,748.93	36,642.65	37,536.37
7	Hourly	15.59	15.98	16.37	16.78	17.19	17.62	18.05	18.50	18.95
	Monthly	2,702.11	2,769.66	2,837.22	2,908.15	2,979.08	3,053.55	3,128.03	3,206.23	3,284.43
	Annual	32,425.33	33,235.96	34,046.60	34,897.76	35,748.93	36,642.65	37,536.37	38,474.78	39,413.19
8	Hourly	16.37	16.78	17.19	17.62	18.05	18.50	18.95	19.42	19.90
	Monthly	2,837.22	2,908.15	2,979.08	3,053.55	3,128.03	3,206.23	3,284.43	3,366.54	3,448.65
	Annual	34,046.60	34,897.76	35,748.93	36,642.65	37,536.37	38,474.78	39,413.19	40,398.52	41,383.85
9	Hourly	17.19	17.62	18.05	18.50	18.95	19.42	19.90	20.39	20.89
	Monthly	2,979.08	3,053.55	3,128.03	3,206.23	3,284.43	3,366.54	3,448.65	3,534.87	3,621.09
	Annual	35,748.93	36,642.65	37,536.37	38,474.78	39,413.19	40,398.52	41,383.85	42,418.45	43,453.04
10	Hourly	18.05	18.50	18.95	19.42	19.90	20.39	20.89	21.41	21.94
	Monthly	3,128.03	3,206.23	3,284.43	3,366.54	3,448.65	3,534.87	3,621.09	3,711.61	3,802.14
	Annual	37,536.37	38,474.78	39,413.19	40,398.52	41,383.85	42,418.45	43,453.04	44,539.37	45,625.69

Attachment B

Range		A	Aa	B	Bb	C	Cc	D	Dd	E
11	Hourly	18.95	19.42	19.90	20.39	20.89	21.41	21.94	22.48	23.03
	Monthly	3,284.43	3,366.54	3,448.65	3,534.87	3,621.09	3,711.61	3,802.14	3,897.19	3,992.25
	Annual	39,413.19	40,398.52	41,383.85	42,418.45	43,453.04	44,539.37	45,625.69	46,766.34	47,906.98
12	Hourly	19.90	20.39	20.89	21.41	21.94	22.48	23.03	23.61	24.18
	Monthly	3,448.65	3,534.87	3,621.09	3,711.61	3,802.14	3,897.19	3,992.25	4,092.05	4,191.86
	Annual	41,383.85	42,418.45	43,453.04	44,539.37	45,625.69	46,766.34	47,906.98	49,104.65	50,302.33
13	Hourly	20.89	21.41	21.94	22.48	23.03	23.61	24.18	24.79	25.39
	Monthly	3,621.09	3,711.61	3,802.14	3,897.19	3,992.25	4,092.05	4,191.86	4,296.66	4,401.45
	Annual	43,453.04	44,539.37	45,625.69	46,766.34	47,906.98	49,104.65	50,302.33	51,559.89	52,817.44
14	Hourly	21.94	22.48	23.03	23.61	24.18	24.79	25.39	26.03	26.66
	Monthly	3,802.14	3,897.19	3,992.25	4,092.05	4,191.86	4,296.66	4,401.45	4,511.49	4,621.53
	Annual	45,625.69	46,766.34	47,906.98	49,104.65	50,302.33	51,559.89	52,817.44	54,137.88	55,458.32
15	Hourly	23.03	23.61	24.18	24.79	25.39	26.03	26.66	27.33	28.00
	Monthly	3,992.25	4,092.05	4,191.86	4,296.66	4,401.45	4,511.49	4,621.53	4,737.06	4,852.60
	Annual	47,906.98	49,104.65	50,302.33	51,559.89	52,817.44	54,137.88	55,458.32	56,844.77	58,231.23
16	Hourly	24.18	24.79	25.39	26.03	26.66	27.33	28.00	28.70	29.40
	Monthly	4,191.86	4,296.66	4,401.45	4,511.49	4,621.53	4,737.06	4,852.60	4,973.92	5,095.23
	Annual	50,302.33	51,559.89	52,817.44	54,137.88	55,458.32	56,844.77	58,231.23	59,687.01	61,142.79
17	Hourly	25.39	26.03	26.66	27.33	28.00	28.70	29.40	30.13	30.87
	Monthly	4,401.45	4,511.49	4,621.53	4,737.06	4,852.60	4,973.92	5,095.23	5,222.61	5,349.99
	Annual	52,817.44	54,137.88	55,458.32	56,844.77	58,231.23	59,687.01	61,142.79	62,671.36	64,199.93
18	Hourly	26.66	27.33	28.00	28.70	29.40	30.13	30.87	31.64	32.41
	Monthly	4,621.53	4,737.06	4,852.60	4,973.92	5,095.23	5,222.61	5,349.99	5,483.74	5,617.49
	Annual	55,458.32	56,844.77	58,231.23	59,687.01	61,142.79	62,671.36	64,199.93	65,804.93	67,409.93
19	Hourly	28.00	28.70	29.40	30.13	30.87	31.64	32.41	33.22	34.03
	Monthly	4,852.60	4,973.92	5,095.23	5,222.61	5,349.99	5,483.74	5,617.49	5,757.93	5,898.37
	Annual	58,231.23	59,687.01	61,142.79	62,671.36	64,199.93	65,804.93	67,409.93	69,095.18	70,780.43
20	Hourly	29.40	30.13	30.87	31.64	32.41	33.22	34.03	34.88	35.73
	Monthly	5,095.23	5,222.61	5,349.99	5,483.74	5,617.49	5,757.93	5,898.37	6,045.83	6,193.29
	Annual	61,142.79	62,671.36	64,199.93	65,804.93	67,409.93	69,095.18	70,780.43	72,549.94	74,319.45
21	Hourly	30.87	31.64	32.41	33.22	34.03	34.88	35.73	36.62	37.52
	Monthly	5,349.99	5,483.74	5,617.49	5,757.93	5,898.37	6,045.83	6,193.29	6,348.12	6,502.95
	Annual	64,199.93	65,804.93	67,409.93	69,095.18	70,780.43	72,549.94	74,319.45	76,177.44	78,035.42
22	Hourly	32.41	33.22	34.03	34.88	35.73	36.62	37.52	38.45	39.39
	Monthly	5,617.49	5,757.93	5,898.37	6,045.83	6,193.29	6,348.12	6,502.95	6,665.63	6,828.10
	Annual	67,409.93	69,095.18	70,780.43	72,549.94	74,319.45	76,177.44	78,035.42	79,986.31	81,937.19
23	Hourly	34.03	34.88	35.73	36.62	37.52	38.45	39.39	40.38	41.36
	Monthly	5,898.37	6,045.83	6,193.29	6,348.12	6,502.95	6,665.63	6,828.10	6,998.80	7,169.50
	Annual	70,780.43	72,549.94	74,319.45	76,177.44	78,035.42	79,986.31	81,937.19	83,985.62	86,034.05
24	Hourly	35.73	36.62	37.52	38.45	39.39	40.38	41.36	42.40	43.43
	Monthly	6,193.29	6,348.12	6,502.95	6,665.63	6,828.10	6,998.80	7,169.50	7,348.74	7,527.98
	Annual	74,319.45	76,177.44	78,035.42	79,986.31	81,937.19	83,985.62	86,034.05	88,184.90	90,335.75
25	Hourly	37.52	38.45	39.39	40.38	41.36	42.40	43.43	44.52	45.60
	Monthly	6,502.95	6,665.63	6,828.10	6,998.80	7,169.50	7,348.74	7,527.98	7,716.18	7,904.38
	Annual	78,035.42	79,986.31	81,937.19	83,985.62	86,034.05	88,184.90	90,335.75	92,594.15	94,852.54
26	Hourly	39.39	40.38	41.36	42.40	43.43	44.52	45.60	46.74	47.88
	Monthly	6,828.10	6,998.80	7,169.50	7,348.74	7,527.98	7,716.18	7,904.38	8,101.99	8,299.60

Attachment B

	Annual	81,937.19	83,985.62	86,034.05	88,184.90	90,335.75	92,594.15	94,852.54	97,223.86	99,595.17
Range		A	Aa	B	Bb	C	Cc	D	Dd	E
27	Hourly	41.36	42.40	43.43	44.52	45.60	46.74	47.88	49.08	50.28
	Monthly	7,169.50	7,348.74	7,527.98	7,716.18	7,904.38	8,101.99	8,299.60	8,507.09	8,714.58
	Annual	86,034.05	88,184.90	90,335.75	92,594.15	94,852.54	97,223.86	99,595.17	102,085.05	104,574.93
28	Hourly	43.43	44.52	45.60	46.74	47.88	49.08	50.28	51.53	52.79
	Monthly	7,527.98	7,716.18	7,904.38	8,101.99	8,299.60	8,507.09	8,714.58	8,932.44	9,150.31
	Annual	90,335.75	92,594.15	94,852.54	97,223.86	99,595.17	102,085.05	104,574.93	107,189.30	109,803.67
29	Hourly	45.60	46.74	47.88	49.08	50.28	51.53	52.79	54.11	55.43
	Monthly	7,904.38	8,101.99	8,299.60	8,507.09	8,714.58	8,932.44	9,150.31	9,379.06	9,607.82
	Annual	94,852.54	97,223.86	99,595.17	102,085.05	104,574.93	107,189.30	109,803.67	112,548.77	115,293.86
30	Hourly	47.88	49.08	50.28	51.53	52.79	54.11	55.43	56.82	58.20
	Monthly	8,299.60	8,507.09	8,714.58	8,932.44	9,150.31	9,379.06	9,607.82	9,848.02	10,088.21
	Annual	99,595.17	102,085.05	104,574.93	107,189.30	109,803.67	112,548.77	115,293.86	118,176.20	121,058.55
31	Hourly	50.28	51.53	52.79	54.11	55.43	56.82	58.20	59.66	61.11
	Monthly	8,714.58	8,932.44	9,150.31	9,379.06	9,607.82	9,848.02	10,088.21	10,340.42	10,592.62
	Annual	104,574.93	107,189.30	109,803.67	112,548.77	115,293.86	118,176.20	121,058.55	124,085.01	127,111.48
32	Hourly	52.79	54.11	55.43	56.82	58.20	59.66	61.11	62.64	64.17
	Monthly	9,150.31	9,379.06	9,607.82	9,848.02	10,088.21	10,340.42	10,592.62	10,857.44	11,122.25
	Annual	109,803.67	112,548.77	115,293.86	118,176.20	121,058.55	124,085.01	127,111.48	130,289.27	133,467.05
33	Hourly	55.43	56.82	58.20	59.66	61.11	62.64	64.17	65.77	67.38
	Monthly	9,607.82	9,848.02	10,088.21	10,340.42	10,592.62	10,857.44	11,122.25	11,400.31	11,678.37
	Annual	115,293.86	118,176.20	121,058.55	124,085.01	127,111.48	130,289.27	133,467.05	136,803.73	140,140.40
34	Hourly	58.20	59.66	61.11	62.64	64.17	65.77	67.38	69.06	70.74
	Monthly	10,088.21	10,340.42	10,592.62	10,857.44	11,122.25	11,400.31	11,678.37	11,970.33	12,262.29
	Annual	121,058.55	124,085.01	127,111.48	130,289.27	133,467.05	136,803.73	140,140.40	143,643.92	147,147.43
35	Hourly	61.11	62.64	64.17	65.77	67.38	69.06	70.74	72.51	74.28
	Monthly	10,592.62	10,857.44	11,122.25	11,400.31	11,678.37	11,970.33	12,262.29	12,568.84	12,875.40
	Annual	127,111.48	130,289.27	133,467.05	136,803.73	140,140.40	143,643.92	147,147.43	150,826.11	154,504.80

Senior Management Range A	\$92,296 – \$137,983
Senior Management Performance-Based Range*	
Extended Range F:	\$137,983 – \$144,883
Extended Range G:	\$144,883 – \$152,128
Senior Management Range B	\$96,817 – \$144,883
Senior Management Performance-Based Range*	
Extended Range F:	\$144,883 – \$152,128
Extended Range G:	\$152,128 – \$159,733

*The Executive Director may grant performance-based adjustments of Range F and G, subject to the following:

- Increases within a range are based upon job performance and are only authorized when job performance results are exceptional. Advancement within a range is not automatic.
- The Executive Director is authorized to approve advancement within a range from 1% to 5%, based upon job performance.
- The Executive Director may approve a step adjustment effective for one year, after which the employee's salary reverts to the previous level unless extended by the Executive Director.
- The Executive Director may approve movement to the top of the performance-based Range G for one year, after which the employee's salary reverts to the previous level unless extended by the Executive Director, subject to the following:

☐ Movement to the top step will be based on the Executive Director's assessment of the employee's performance.

Attachment B

job market for the position, and scope of responsibilities within the organization.

Salary Range	Minimum	Midpoint	Maximum
1	\$16,640	\$20,800	\$24,960
2	\$17,472	\$21,840	\$26,208
3	\$18,346	\$22,932	\$27,518
4	\$19,263	\$24,079	\$28,894
5	\$20,226	\$25,283	\$30,339
6	\$21,237	\$26,547	\$31,856
7	\$22,299	\$27,874	\$33,449
8	\$23,414	\$29,268	\$35,121
9	\$24,585	\$30,731	\$36,877
10	\$25,814	\$32,268	\$38,721
11	\$27,105	\$33,881	\$40,657
12	\$28,460	\$35,575	\$42,690
13	\$29,883	\$37,354	\$44,825
14	\$31,377	\$39,222	\$47,066
15	\$32,946	\$41,183	\$49,419
16	\$34,593	\$43,242	\$51,890
17	\$36,323	\$45,404	\$54,485
18	\$38,139	\$47,674	\$57,209
19	\$40,046	\$50,058	\$60,069
20	\$42,048	\$52,561	\$63,073
21	\$44,151	\$55,189	\$66,226
22	\$46,358	\$57,948	\$69,538
23	\$48,676	\$60,845	\$73,015
24	\$51,110	\$63,888	\$76,665
25	\$53,666	\$67,082	\$80,498
26	\$56,349	\$70,436	\$84,523
27	\$59,166	\$73,958	\$88,750
28	\$62,125	\$77,656	\$93,187
29	\$65,231	\$81,539	\$97,846
30	\$68,492	\$85,616	\$102,739
31	\$71,917	\$89,896	\$107,876
32	\$75,513	\$94,391	\$113,269
33	\$79,289	\$99,111	\$118,933
34	\$83,253	\$104,066	\$124,880
35	\$87,416	\$109,270	\$131,124
36	\$91,786	\$114,733	\$137,680
37	\$96,376	\$120,470	\$144,564
38	\$101,195	\$126,493	\$151,792

Attachment B

Salary Range	Minimum	Midpoint	Maximum
39	\$106,254	\$132,818	\$159,382
40	\$111,567	\$139,459	\$167,351
41	\$117,145	\$146,432	\$175,718
42	\$123,003	\$153,753	\$184,504
43	\$129,153	\$161,441	\$193,729
44	\$135,610	\$169,513	\$203,416
45	\$142,391	\$177,989	\$213,586
46	\$149,511	\$186,888	\$224,266
47	\$156,986	\$196,233	\$235,479
48	\$164,835	\$206,044	\$247,253
49	\$173,077	\$216,346	\$259,616
50	\$181,731	\$227,164	\$272,596

REVISION HISTORY

Revision No.	Revisions	Adopted
0	Appendix adopted by the Board of Directors.	06/06/01
1	SANBAG Board of Directors approved a 3% general salary increase for all regular SANBAG employees, effective June 29, 2002.	04/03/02
2	Added Ranges 27, 28, and 29	08/07/02
3	SANBAG Board of Directors approved a 3% general salary increase for all regular SANBAG employees, effective June 28, 2003.	04/02/03
4	SANBAG Board of Directors approved a 3% general salary increase for all regular SANBAG employees, effective 7/10/04 and also approved the following: Added half steps (non-shaded); added Senior Management Range B; removed text in Senior Management Range A and B stating "At any given time, unless authorized by the Board, no more than four of the seven eligible employees shall be at the top step of Range G."	04/07/04
5	SANBAG Board of Directors approved a 3% general salary increase for all regular SANBAG employees, effective 07/09/05.	05/04/05
6	On March 1, 2006, the Board of Directors approved a 20% top step of range increase for the seven Executive Staff positions (with no change in the minimum step of the range) and that the change become effective in March 2006.	03/01/06
7	On May 3, 2006, the Board of Directors approved a 3% general salary increase for all regular SANBAG employees, effective June 24, 2006.	05/03/06
8	On April 4, 2007, the Board of Directors approved a 3% general salary increase for all regular SANBAG employees effective June 23, 2007.	04/04/07
9	On June 4, 2008, the Board of Directors approved a 4% general salary increase for all regular SANBAG employees effective July 5, 2008.	06/04/08
10	No general salary increase requested for Fiscal Year 2009-2010.	06/03/09
11	Deleted Range and Step Table and added Single Salary Table structure.	

Attachment C

San Bernardino Associated Governments	Policy	10110 Appendix A
Adopted by the Board of Directors June 6, 2001	Revised	5/12/10 6/3/09
Employee Status and Classification SANBAG Classification Plan	Revision No.	13 12

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[\[Classification Plan\]](#) [Revision History](#) |

Classification Plan for Fiscal Year ~~2009/2010~~ 2010/2011
Effective July 3, ~~2009~~ 2010

Group	Classification	No. of Positions	Range	Exempt / Non-Exempt
Support Non-Exempt	Assistant to the Clerk of the Board	1	14 21	N
	Senior Accounting Assistant Accountant	1	17 22	N
	Accounting Assistant II Accounting Assistant	2	11 16	N
	Clerk Receptionist III Office Assistant	1	6 13	N
	Clerk Receptionist II Receptionist	1	5 11	N
	Secretary III Administrative Assistant, Senior	4	12 19	N
	Secretary II Administrative Assistant	1	10 16	N
	Secretary I Transportation Programming Technician	1 1	7 16	N

Group	Classification	No. of Positions	Range	Exempt / Non-Exempt
Administrative/ Professional Exempt	Accounting Manager	1	Ranges 22—25 29	E
	Administrative Services Specialist Management Services Specialist	1	Ranges 14—17 21	E
	Air Quality & Mobility Program Manager Air Quality & Mobility Program Administrator	1	Ranges 22—26 29	E
	Air Quality & Mobility Programs Specialist	1	Ranges 14—17 21	N
	Chief of Alternative Project Financing	1	Ranges 28—32 36	E
	Chief of Planning	1	Ranges 28—32 36	E
	Chief of Programming	1	Ranges 28—32 36	E
	Clerk of the Board/Administrative Assistant Clerk of the Board/Administrative Supervisor	1	Ranges 22—26 29	E
	Construction Manager	1	Ranges 28—32 36	E

Attachment C (continued...)

	Contracts/Controls Manager Project Controls/Contracts Manager	1	Ranges 28—32 36	E
	Data Program Administrator GIS Administrator	1	Ranges 22—25 29	N
	Human Resources/Information Services Manager Human Resources/Information Services Administrator	1	Ranges 22—26 32	E
	Legislative Specialist Legislative Analyst	1	Ranges 14—17 21	N
	Project Delivery Manager	2	Ranges 28—32 36	E
	Public Information Officer	1	Ranges 23—28 32	E
	Public Information Specialist	1	Ranges 12—15 21	N
	Transit Analyst	2	Ranges 22—26 29	E
	Transit Analyst, Senior	0	32	E
	Transit Specialist	1	Ranges 14—17 21	N
	Transportation Planning Analyst—Associate Transportation Planning Analyst	2	Ranges 18—22 26	E
	Transportation Planning Specialist	1	Ranges 14—17 21	N
	Transportation Programming Analyst—Associate Transportation Programming Analyst	1	Ranges 18—22 26	E
	Transportation Programming Analyst – Senior	1	Ranges 22—26 29	E

Group	Classification	No. of Positions	Range	Exempt / Non-Exempt
Senior Management Exempt	Chief Financial Officer	1	B 39	E
	Director of Air Quality & Mobility Programs	1	A 39	E
	Director of Freeway Construction Director of Project Delivery	1	B 40	E
	Director of Intergovernmental & Legislative Affairs Director of Legislative Affairs	1	A 37	E
	Director of Management Services	1	B 40	E
	Director of Planning & Programming	1	B 40	E
	Director of Transit & Rail Programs	1	A 39	E
	Executive Director (Employment Agreement)	1	NA	E

REVISION HISTORY

Revision No.	Revisions	Adopted
0	Appendix adopted by the Board of Directors.	06/06/01
1	Changed Accounting Assistant III to Senior Accounting Assistant and changed range from 12 to 17; changed range for Accounting Assistant II from 9 to 11; changed Transit Management Analyst to Senior Transit Analyst and changed range from 19 to 21; changed the range for Administrative Analyst from 17 to 20.	06/05/02
2	Deleted Senior Transportation Analyst and added Principal Transportation Analyst	08/07/02

Attachment C (continued...)

3	Added Assistant to the Clerk of the Board; changed Secretary I from two positions to one; created "series" for Administrative/Professional and Senior Management groups.	04/07/04
4	Added Air Quality/Mobility Specialist and Transit Management Specialist to Transportation Specialist Series.	06/17/05
5	Deleted Transit Management Specialist and Data Management Specialist classifications; added Accounting Manager, Public Information Specialist and changed Transit Analyst classifications to 2 (was 1).	06/07/06
6	Board approved the 2007-2008 budget which adds the Legislative Specialist, Transportation Programming/Planning Analyst, Transportation Planning Analyst, Project Controls/Contracts Manager, Construction Manager positions.	06/06/07
7	Changed title (technical change) of Administrative Analyst to Human Resources/Information Services Manager; established classification range series for Air Quality & Mobility Program Manager, Clerk of the Board, Human Resources/Information Services Manager, Senior Transit Analyst, and Senior Transportation Programming Analyst; changed classification range series for the Public Information Officer position (position now reports directly to the Executive Director); reclassified the Senior Transportation Planning & Programming Analyst position to Chief of Programming and Range Series 24 – 28; reclassified the Principal Transportation Analyst position to Chief of Planning and Range Series 28 – 32.	07/11/07
8	Administrative Services Specialist approved by Board in March 2008.	03/05/08
9	Board approved the 2008-2009 budget which adds the Transit Specialist, Transportation Planning Analyst, and Chief of Alternative Project Financing positions.	06/04/08
10	Board ratified the Administrative Policy Committee approval to reclassify the Chief of Programming position to Range Series 28 – 32 from Range Series 24 – 28.	10/01/08
11	Board approved adjusting the salary ranges for the Project Controls/Contracts Manager and the Construction Manager positions to Series 28 – 32.	12/03/08
12	Board approved the 2009-2010 budget which adds the the two Project Delivery Manager positions, Range Series 28-32.	06/03/09
13	Revised most job titles and all ranges. Reclassified six positions from Exempt to Non-Exempt.	

Attachment D

San Bernardino Associated Governments	Policy	10107
Adopted by the Board of Directors August 7, 1991	Revised	5/12/10 10/4/06
Compensation Administration	Revision No.	6 5

Table of Contents

[Purpose](#) | [References](#) | [Policy](#) | [Definitions](#) | [Salary Plan](#) | [Salary Ranges](#) | [Start Rates](#) | [Guidelines for Adjusting Individual Salaries](#) | [Reclassification](#) | [Review of Positions for Reorganization](#) | [Salary Range and Adjustments](#) | [Employee Recognition Program](#) | [Revision History](#)

I. PURPOSE

The purpose of this policy is to establish SANBAG's compensation plan consisting of a salary plan, a performance evaluation process, a benefits plan, and recognition/rewards program.

II. REFERENCES

Policy 10107 Appendix A, SANBAG Salary Plan
Policy 10110, Employee Status and Classification
Policy 10115, Performance Evaluation Plan
Policy 10118, Layoffs
Policy 10122, Benefits

III. POLICY

- A. SANBAG shall maintain a compensation plan. The SANBAG Board of Directors approves salary ranges, rates, and employee benefits, usually during consideration of the Executive Director's recommendations for adoption of the annual budget.
- B. Policies related to salary ranges ~~and steps~~ require adoption by the SANBAG Board of Directors. The Executive Director shall have the authority to interpret SANBAG's personnel policies and procedures.
- C. The Executive Director is responsible for establishing definitive guidelines on the adjustment of individual salaries. All salary adjustments require approval by the Executive Director subject to budget authorization provided by the SANBAG Board of Directors. The Executive Director may grant an increase of more than ~~one step~~ 5% for outstanding performance.

IV. DEFINITIONS

Anniversary Date: An employee's original date of hire in a regular position is the anniversary date for computation of benefits. Refer to [Policy 10110](#) for definition of "regular".

Classification: Refer to [Policy 10110](#) for definition.

Evaluation Date: Date established to evaluate an employee's performance in a particular position. The evaluation date changes depending upon the start date in the position. Refer to [Policy 10115](#).

Position: A position is a post of employment assigned to a specific organizational unit and a specific supervisor.

Reclassification: The salary range, duties, and/or classification (refer to [Policy 10110](#) for definition/description of classification) are adjusted, either higher or lower as a result of an evaluation of duties and responsibilities.

Salary Range: The minimum and maximum of the salary for a particular classification or group of classifications. The range is based upon skills and responsibilities required for work performed in comparison with other work performed within the Agency and in comparison with the competitive labor market.

Attachment D (continued ...)

Appointment to an upgraded classification follows the same progression as a new hire; i.e., **step** advancement based upon completion of time-in-position (1040 service hours), work performance, and supervisor's recommendation, and subsequent ~~step~~ advancements **each** 2080 service hours thereafter. Upgraded classifications are subject to probationary status as appropriate, but may be waived by the Executive Director.

F. Emergency Classification

If classification action on a position is urgent, the Executive Director may allocate the position to a new classification. The temporary allocation shall become permanent upon SANBAG Board of Directors approval of a classification action.

IX. RECLASSIFICATION

When the duties of an existing position have changed substantially, the Board of Directors may reclassify the position appropriately to a new or existing classification. A technical title change is not a reclassification. Reclassification requires approval from the SANBAG Board of Directors. Reclassifications are normally done with the adoption of the fiscal year budget but may be done at other times.

A. Appointment to Reclassified Position

No incumbent shall have a right to be appointed to a reclassified position. Reclassified positions are subject to open recruitment. The Executive Director may waive the competitive recruitment when the incumbent from the reclassified position has been performing the duties for more than 1040 service hours.

B. Request for Reclassification

Supervisors may submit a request for reclassification to the Director of Management Services who shall review the duties and responsibilities and range scale, and subsequently provide a recommendation to the Executive Director.

C. Reclassification Resulting in Upgrade

A change in the title of a position accompanied by an assignment of the position to a higher salary range constitutes an upgrade reclassification. Incumbents are not automatically promoted to the upgraded position, but must compete through an examination and appointment process. The Executive Director may waive the competitive examination process based upon a review of the job requirements and the skills and experience of the incumbent.

If the incumbent is appointed to the reclassified position, the employee shall be compensated at the **step amount** in the new salary range that comes nearest to but not less than five per cent higher than the **step-rate** he/she held in the previous salary range. Evaluation dates change to 1040 service hours from effective date of new classification and 2080 service hours thereafter.

D. Reclassification Resulting in Downgrade

A change in the title of a position accompanied by an assignment of the position to a lower salary range constitutes a downgrade reclassification. When an employee occupies a position that has been downgraded, the employee shall be considered for any open position equivalent to his/her prior position. Equivalent position is defined as one requiring all of the following: 1) the same kind and amount of experience; 2) the same degree of skills; knowledge, and abilities; and 3) a salary level no higher than the employee's former position.

If the employee remains in the downgraded position:

1. The employee's new salary at the lower grade shall be placed at a **step level** that yields a salary closest to, but not less than, the current salary. The employee's evaluation date shall not change.
2. The Executive Director may approve an "ex-step" when the position is reclassified to a lower salary range and the incumbent is appointed to the reclassified position. The ex-step is a fixed salary amount higher than the top **step level** in the approved range. An ex-step occurs when a position is downgraded, and employee in the downgraded position is at a higher salary than the highest **step level** of the new salary range. An employee in an approved ex-step is ineligible for any further

Attachment D (continued ...)

salary advances until such time as the salary range is either adjusted so that the ex-step salary is no longer higher than the approved range or the position is reclassified to a higher level.

E. Effective Date of Reclassification

The effective date of reclassification shall coincide with the first workday of a pay period after the Executive Director authorizes the reclassification.

X. REVIEW OF POSITIONS FOR REORGANIZATION

Whenever a unit or department is reorganized (reorganization affects more than one position), the Executive Director may review the positions within the unit or department. Regular employees shall be placed in equivalent positions within the affected unit or department if positions are available.

- A. When the reorganization results in new/changed positions, the rules on reclassifications shall apply.
- B. Provisions governing layoff shall apply (refer to Policy 10118) when the reorganization results in a surplus of employees or when an employee no longer meets the required job standards and qualifications of the new/revised position.
- C. Unless the Executive Director grants a waiver, employees with regular status promoted to an upgraded position shall be required to serve a probationary period, where applicable, in the new position consistent with rules governing probation.
- D. Incumbents not appointed to the upgraded position may be considered for an equivalent open position, retained in the position as a downgrade or an underfill, or be laid off.

XI. SALARY RANGE ADJUSTMENTS

- A. Salary comparisons are periodically performed in an attempt to insure that the salary levels offered by SANBAG are competitive with similar organizations for similar jobs in the same market area.
- B. Adjustments to salary ranges may be approved as a result of salary comparisons to insure SANBAG's competitiveness. These considerations are market based and do not deal with employee performance or time-in-service issues. These adjustments do not affect timing for consideration of **step** increases.
- C. If salary range adjustments result in additional opportunity for salary increases, the employee may be eligible for **step** advancement upon next evaluation date. If, in such a circumstance, the employee has been at the top of the range for a period of one year or more, and the new salary range is higher than the employee's current salary, the employee immediately becomes eligible for **step** advancement, based upon performance evaluation and recommendation by the supervisor.

XII. EMPLOYEE RECOGNITION PROGRAM

The Executive Director is authorized to administer a SANBAG Employee Recognition Program for regular employees.

An Employee Recognition Program shall be structured to:

- Recognize model behaviors and contributions of employees.
- Highlight specific achievements by individuals or team endeavors at all levels in the organization.
- Communicate the value of employee performance and achievement held by the organization.
- Motivate employees and increase job satisfaction.
- Serve as retention strategy for valued employees.

XIII. REVISION HISTORY

Revision No.	Description of Changes	Adopted
0	New Policy adopted by the Board of Directors.	08/07/91
1	Policy revision adopted by the Board of Directors. Revised paragraph on support staff increases to remove "...and may be given a one-step increase, based on merit, six months following probation...".	07/01/92
2	Changed "Executive staff" to "Senior management" throughout text. Changed "6 months" to "1040 work hours" and "one year" or "annual" to "2080 work hours" throughout	01/09/02

Attachment D (continued ...)

	text. Para. I: Revised. Para. II: REFERENCES: Added. Para. III: Revised. Para. IV: Added Para. V: Revised. Para. VI through XIII: Added.	
3	Par VIII.A.2.b through e: Added new text on Administrative/Professional Group classification series ranges and steps. Par. VIII.A.3: Added new text on Senior Management ranges.	5/5/04
4	Par. VIII.A.1: Deleted "...satisfactory completion of probation...". Par. VIII.B. Example: Deleted "...the probationary period of ..." and added "...upon recommendation of the supervisor...".	9/13/06
5	Par. IV. DEFINITIONS: Revised definition for "service hours".	10/4/06
6	Deleted "step" and replaced with "rate", "amount", or "level" as appropriate throughout policy. Par. III.C: Deleted last sentence. Par. IV: Deleted definition of "Step". Par. V: Deleted "range and step schedule". Par. VI: Deleted last sentence and added "Generally, the midpoint of a salary range is the level at which a competently performing..." Par. VIII.A.2.d: Deleted. Par. VIII.A.2.e: Deleted. Par. VIII .A.4: New section added "The Executive Director is authorized to approve advancement within a range up to 5%..."	

Attachment E

San Bernardino Associated Governments	Policy	10110
Adopted by the Board of Directors August 7, 1991	Revised	5/12/10 5/5/04
Employment Status and Classification	Revision No.	5 4

Table of Contents

Purpose	References	Policy	Employment Status Definitions	SANBAG Classifications	Revision History
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I. PURPOSE

The purpose of this policy is to provide standard definitions for employment status and to provide classification descriptions.

II. REFERENCES

Policy 10109, Compensatory Time Off/Overtime Pay

Policy 10111, Work Hours, Leaves, and Absences

Policy 10110, Appendix A, SANBAG Classification Plan with Exempt and Non-Exempt Positions

III. POLICY

SANBAG's definitions of employment status are used to group employees for purposes of human resources administration and related payroll transactions.

The Executive Director is responsible for establishing and administering personnel policies that will provide the Agency with staff qualified to perform the Agency's tasks. To achieve this goal, SANBAG has developed a position classification plan that groups together those jobs which are similar with respect to nature of work, level of difficulty and responsibility, and required training and experience.

IV. EMPLOYMENT STATUS DEFINITIONS (See Figure 1.)

A. At-Will (Serve At The Pleasure Of)

Personnel who serve at the pleasure of the appointing authority may be terminated at any time without advance notice and without any hearing or grievance rights. All exempt personnel are at-will personnel.

B. Exempt/Non-Exempt Employees

All Agency positions are either exempt or non-exempt to ensure compliance with the Fair Labor Standards Act (FLSA). The FLSA is the federal law that contains minimum wage provisions, Equal Pay Act, child labor law restrictions, and a variety of other federal labor and employment law provisions. A key provision of the Act is that an employer must pay or compensate non-exempt employees for all overtime worked (refer to Policy 10111).

1. Exempt Employees

These employees are in exempt positions that meet the FLSA criteria, as determined by SANBAG, for executive, administrative, or professional work and are paid on a salary basis. These positions are exempt from the FLSA overtime provisions.

Exempt employees are not compensated for additional work performed in excess of the scheduled 40-hour workweek -- they do not receive overtime pay or compensatory time off. Exempt employees shall be paid an established monthly or annual salary and are expected to fulfill the duties of their positions, which may require work in excess of 40 hours.

2. Non-Exempt Employees

Employees in non-exempt positions, based on duties performed and manner of compensation are subject to FLSA minimum wage and overtime provisions. SANBAG employees who work in non-exempt positions are paid at an hourly rate.

Non-exempt employees are compensated for time worked on an hourly and fractional hourly basis and are to be compensated for qualified overtime hours at the premium (time-and-one-half) rate. For overtime work, a non-exempt employee is paid at a rate of one and one-half times his/her regular rate of pay or receives compensatory time off at one and one-half times. Refer to Policy 10109.

C. Probationary Employee (Applies to Non-Exempt Employee Only)

1. The first 2080 service hours of employment comprise the probationary period for an employee. Prior to the expiration of this probationary period, the probationary period may be extended up to another 1040 service hours upon written notice by the supervisor to the employee. Part-time employees shall serve a probationary period equivalent to the service hours of a full time employee.
2. During this period, the employee's supervisor and appropriate management staff will review the employee's work habits, performance and attendance. During the probationary period, the employee shall serve at the pleasure of the appointing authority and may be terminated at any time without advance notice and without a hearing or grievance rights. A probationary employee shall become a regular full-time or part-time employee only upon receipt of written confirmation from the employee's supervisor and appropriate management staff that the probationary period has been satisfactorily completed.
3. During the probationary period after 1040 service hours, an employee is eligible to receive a salary increase and take vacation time (refer to Policy 10111). The employee's original date of hire will be the anniversary date for computation of benefits.
4. Promotional appointments shall be subject to a probationary period consisting of 2080 service hours. During this probationary period, the Executive Director may terminate the employee if it is determined that the employee is not satisfactorily fulfilling the requirements of the position. The employee may be returned to a position equivalent to his/her prior classification at the discretion of the Executive Director.
5. The probationary period shall be computed from the date of the promotion or commencement of employment. A supervisor may extend the probationary period if the employee has not met the requirements of the position during the probationary period – see preceding paragraph IV.C.1. Probationary status resulting from promotion does not break an employee's continuous service for purposes of computing benefits.

D. Regular (Applies to Exempt and Non-Exempt Employees)

Full-Time Employee: An employee who has been appointed to a regular position and is working 40 hours per week in an established position on a regular basis, is considered a regular full-time employee.

Part-Time Employee: An employee who has been appointed to a regular position and is working between 20 and 40 hours per week in an established position on a regular basis, is considered a regular part-time employee.

E. Student Aide (Intern)

Student aides shall be considered temporary employees in a special training classification and shall be compensated at hourly rates as determined by the Agency. Student aides must be enrolled in an educational program – there is no requirement for competitive hiring. Student aides are not eligible for employee benefits, do not accrue leave, and serve at the pleasure of their supervisor.

F. Temporary Employee

A temporary employee is placed on the payroll for a temporary period of time (anticipated to be less than one year) to meet specific project, event, or agency requirements that are of an interim nature. A temporary employee serves at the pleasure of his/her supervisor. Temporary employees are not eligible for benefits and do not accrue leave. There is no requirement for competitive hiring.

Attachment E (continued ...)

If hired as a regular full-time or part-time employee, the actual date of hire as a regular SANBAG employee will be the anniversary date for computation of leave accruals, salary increases, and other benefits.

Figure 1

	Exempt (At-Will) Senior Management and Professional/Administrative Staff	Non-Exempt Support Staff (Overtime/Compensatory Time applies)
Regular Full Time (Fringe benefits)	X	X ¹
Regular Part-Time (Pro-rated fringe benefits)	X	X ¹
Temporary (No fringe benefits)		X
Student Aide (Intern) (No fringe benefits)		X

¹Probationary period applies.

V. SANBAG CLASSIFICATIONS

A classification description is broad and may encompass a number of individual positions having similar responsibilities, yet, which also have distinctly different or specialized duties that are performed.

Each position at SANBAG falls into one of three groups: Senior Management, Professional/Administrative Staff, and Support Staff, as established by the Executive Director and approved by the Board of Directors.

The individual positions and their descriptions (as well as knowledge, skills, abilities, education, experience, sample duties, and other minimum qualifications) are maintained as a separate document.

SANBAG periodically evaluates the classification plan to determine the appropriateness of exempt and non-exempt positions.

A. Senior Management

1. A position shall be designated as Senior Management on basis of criteria such as the management nature of the work, the reporting relationship, the degree of independent decision-making required, the responsibility for decisions, the accountability of the position, supervision and/or budgetary control, and the depth and breadth of specialized knowledge and skills required to perform the functions.
2. Senior management personnel serve at the pleasure of the appointing authority and may be terminated at any time without advance notice and without any hearing or grievance rights.

B. Professional/Administrative Staff

1. Professional work requires knowledge in a field of science or learning characteristically acquired through education, training, and experience equivalent to a bachelor's or higher degree with major study in or pertinent to the specialized field.

Work is professional when it requires the exercise of discretion, judgment, and personal responsibility for the application of an organized body of knowledge that is constantly studied to make new discoveries and interpretations, and to improve data, materials, and methods.

2. Administrative work involves the exercise of analytical ability, judgment, discretion, and personal responsibility, and the application of a substantial body of knowledge of principles, concepts, and practices applicable to one or more fields of administration and management. While these positions do not require specialized education, they do involve the type of skills (analytical, research, writing, judgment) typically gained through a college level education, or through progressively responsible experience.

Attachment E (continued...)

Employees engaged in administrative work are concerned with analyzing, evaluating, modifying, and developing the basic programs, policies, and procedures that facilitate the work of the Agency and its programs. Employees apply knowledge of administrative analysis, theory, and principles in adapting practices to the unique requirements of a particular program. Professional/administrative staff responsibilities may include supervisory responsibilities.

3. **Exempt** Professional/Administrative staff personnel serve at the pleasure of the appointing authority and may be terminated at any time without advance notice and without any hearing or grievance rights

~~4. **Administrative/Professional Group classifications have an established series. Establishment of the classification series addresses SANBAG's practice of hiring based on an individual's personal skills and growth potential and then providing opportunity for advancement as the individual gains specific knowledge and expertise in specialty areas.**~~

C. Support Staff

1. Support staff members perform structured work in support of general office or fiscal operations. Support work is performed in accordance with established policies, procedures, or techniques; and requires training, experience, or working knowledge related to the tasks performed.
2. Support staff work involves general office or program support duties such as preparing, receiving, reviewing, and verifying documents; processing transactions; maintaining office records; locating and compiling data or information from files; keeping calendars and informing others of deadlines and other important dates; and using computers to prepare documents or to manipulate information for data processing. The work requires knowledge of an organization's rules, subject matter knowledge, and skill in carrying out the clerical and fiscal processes and procedures.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	8/7/91
1	Revised Probationary Employees.	7/1/92
2	- Paragraphs I, II, III, V, VI: Added. - Para. IV: Revised to provide better definitions, change to service hours, add "At Will", and added Figure 1.	11/7/01
3	Revised Paragraphs IV.C.1 and IV.C.4 to change the probationary period from 1040 service hours to 2080 service hours. Revised Paragraph IV.C.3 to add "after 1040 service hours".	6/4/03
4	Par. V.B.4: Added Administrative/Professional Group classification series.	5/5/04
5	Par. IV. Figure 1: Deleted text from column headers to show only Exempt and Non-Exempt. Par. V.B.3: Revised to add "Exempt" at beginning of sentence. Par. V.B.4: Deleted.	

Minute Action

AGENDA ITEM: 6

Date: June 2, 2010

Subject: Arbitrage Disbursement for Sales Tax Revenue Bond 2001 B

Recommendation:* Approve arbitrage rebate of \$647,465.39 to the Internal Revenue Service.

Background: On February 7, 2001, the SANBAG Board of Directors approved Resolution 01-012 authorizing the refinancing of the 1993 Sales Tax Revenue Bond Series A with the 2001 Sales Tax Revenue Refunding Bond Series B.

The final principal and interest payment for the 2001 Series B bond was made on March 1, 2010. SANBAG engaged the services of BondLogistix, LLC to perform the final arbitrage calculation for the 2001 Series B bond. Arbitrage is the difference between the rate at which the proceeds were borrowed and the rate at which the proceeds were invested. Any interest earned in excess of the Internal Revenue Service (IRS) guidelines on the investment of tax-exempt bond proceeds must be remitted to the IRS unless the rebate exceptions are met.

There was no excess arbitrage relating to the Bond Project or Bond Escrow Funds. The excess arbitrage was attributed to the Bond Reserve Fund from April 1, 2001 through March 10, 2010. The Bond Reserve Fund is required by bond covenant.

The arbitrage rebate payment of \$647,465.39 must be submitted by April 30, 2010 (60 days after March 1, 2010, final maturity of the bonds). SANBAG submitted the arbitrage rebate payment on April 29, 2010.

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

- Financial Impact:*** There are sufficient appropriations in debt service tasks 93110000, 94410000, 94810000 and 9410000 for the arbitrage payment of \$647,465.39. The arbitrage payment for the 2001 Sales Tax Revenue Refunding Bond Series B will be funded from the Bond Reserve Fund.
- Reviewed By:*** This item was reviewed by the Administrative Committee on May 12, 2010 and unanimously recommended for approval.
- Responsible Staff:*** William Stawarski, Chief Financial Officer

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: June 2, 2010

Subject: Agreement with the Riverside County Transportation Commission (RCTC) for the implementation of San Bernardino County Trip Reduction and 511 programs.

Recommendation:* Approve Amendment No. 1 to Agreement No. 09-190 with RCTC, to extend the contract to a two-year period through June 30, 2011 and increase the contract amount by \$1,608,333 for a new total not-to-exceed amount of \$3,508,833, as outlined in the Financial Impact Section below.

Background: SANBAG has been involved in the funding and implementation of ridesharing and trip reduction services since the agency's inception. In 1993, SANBAG started a bi-county partnership with RCTC to provide implementation of local programs. In Fiscal Year (FY) 2002/2003, SANBAG's regional rideshare programs were implemented with the four other county transportation commissions (CTCs). This year an Inland Empire 511 program was developed and implemented in partnership with RCTC. RCTC and its contractors continue to provide outstanding service in the implementation of these services and it is recommended they continue these services for FY 2010/2011.

This amendment will continue these valuable programs for an additional year. SANBAG and RCTC will continue to share 511 program costs 50/50 and will continue to enhance the program as needs arise. A brief summary of the services provided by RCTC (through its various contractors), are outlined in Attachment B, but include:

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

1. Rideshare Services (\$925,483), to include:
 - a. Technical and programmatic assistance to county employers;
 - b. Maintenance of a regional commuter database;
 - c. Survey and rideguide dissemination;
 - d. Operate a 511 phone and web system available to commuters 24 hours a day, 7 days per week, 365 days per year;
 - e. Expanded Teleservices function, responding to 511 as well as other inquiries from commuters and employers;
 - f. Outreach, marketing campaigns, promotional efforts;
 - g. Special projects and one time studies/surveys;
 - h. Coordination and participation on local, regional and state committees; and
 - i. Marketing/outreach throughout the fiscal year.
2. Rideshare incentive and reward programs (\$682,850), to include:
 - a. Option Rideshare incentive program for new ridesharers which try a rideshare mode for a 3 month trial period;
 - b. A nine month staggered vanpool incentive; and
 - c. The Rideshare Plus reward program for ongoing ridesharers.

The county trip reduction/rideshare program is funded through federal Congestion Mitigation/Air Quality (CMAQ) funds, which were allocated by the SANBAG Board on October 5, 2005. The rideshare program funding has also been programmed in the Regional Transportation Improvement Program and is included in the Regional Transportation Plan. As a transportation control measure, ridesharing strategies are needed in order to assist the region in meeting its air quality and transportation conformity goals.

Financial Impact: Contract 09-190 would increase by \$1,608,333 for a total contract amount not-to-exceed \$3,508,833 for the two year period. This item is consistent with the FY 2010/2011 proposed budget. Funding sources are Measure I Valley Traffic Management and Environmental Enhancement Funds (\$402,463.15) and CMAQ (\$3,106,369.85). Task Number 40611000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on May 20, 2010. SANBAG Counsel has approved this contract as to form.

Responsible Staff: Marla Modell, Air Quality/Mobility Specialist

SANBAG Contract No. C09-190-01

by and between

San Bernardino Associated Governments and Riverside County Transportation Commission

for Implementation of FY 2010/11 Trip Reduction/Rideshare and 511 Program

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>1000152</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>01768 (RCTC)</u>	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>1,900,500</u>	Previous Amendments	\$ ____
		Previous Amendments	\$ ____
		Contingency / Allowance Total:	
Contingency / Allowance Amount	\$ ____	Current Amendment:	\$ <u>1,608,333</u>
		Current Amendment Contingency / Allowance:	\$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ 3,508,833

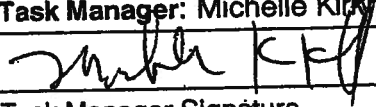
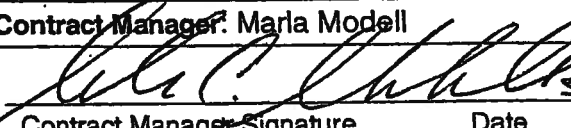

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>406</u>	<u>202</u>	<u>205</u>	<u>6506/52851</u>	<u>0778/11211</u>	<u>CMAQ 6053-078 (SCAB)</u>	<u>\$ 322,405.20</u>
<u>406</u>	<u>202</u>	<u>205</u>	<u>6506/52851</u>	<u>0661/11201</u>	<u>CMAQ 6053-071 (MDAB)</u>	<u>\$ 107,452.22</u>
<u>406</u>	<u>202</u>	<u>205</u>	<u>6506/52851</u>	<u>I308/99010</u>	<u>TMEE/TMS</u>	<u>\$ 55,692.59</u>
<u>406</u>	<u>202</u>	<u>245</u>	<u>6504/52815</u>	<u>0778/11211</u>	<u>CMAQ 6053-078 (SCAB)</u>	<u>\$ 246,676.00</u>
<u>406</u>	<u>202</u>	<u>245</u>	<u>6504/52815</u>	<u>0661/11201</u>	<u>CMAQ 6053-071 (MDAB)</u>	<u>\$ 82,212.95</u>
<u>406</u>	<u>202</u>	<u>245</u>	<u>6504/52815</u>	<u>I308/99010</u>	<u>TMEE/TMS</u>	<u>\$ 42,611.05</u>
<u>406</u>	<u>202</u>	<u>270</u>	<u>6514/52815</u>	<u>0778/11211</u>	<u>CMAQ 6053-078 (SCAB)</u>	<u>\$ 127,886.40</u>
<u>406</u>	<u>202</u>	<u>270</u>	<u>6514/52815</u>	<u>0661/11201</u>	<u>CMAQ 6053-071 (MDAB)</u>	<u>\$ 42,622.38</u>
<u>406</u>	<u>202</u>	<u>270</u>	<u>6514/52815</u>	<u>I308/99010</u>	<u>TMEE/TMS</u>	<u>\$ 22,091.22</u>
<u>406</u>	<u>202</u>	<u>210</u>	<u>6516/52815</u>	<u>0778/11211</u>	<u>CMAQ 6053-078 (SCAB)</u>	<u>\$ 31,540.00</u>
<u>406</u>	<u>202</u>	<u>210</u>	<u>6516/52815</u>	<u>0661/11201</u>	<u>CMAQ 6053-071 (MDAB)</u>	<u>\$ 10,511.75</u>
<u>406</u>	<u>202</u>	<u>210</u>	<u>6516/52815</u>	<u>I308/99010</u>	<u>TMEE/TMS</u>	<u>\$ 5,448.25</u>
<u>406</u>	<u>202</u>	<u>220</u>	<u>6512/52815</u>	<u>0778/11211</u>	<u>CMAQ 6053-078 (SCAB)</u>	<u>\$ 41,002.00</u>
<u>406</u>	<u>202</u>	<u>220</u>	<u>6512/52815</u>	<u>0661/11201</u>	<u>CMAQ 6053-071 (MDAB)</u>	<u>\$ 13,662.28</u>
<u>406</u>	<u>202</u>	<u>220</u>	<u>6512/52815</u>	<u>I308/99010</u>	<u>TMEE/TMS</u>	<u>\$ 7,082.73</u>
<u>406</u>	<u>202</u>	<u>240</u>	<u>6512/52815</u>	<u>0778/11211</u>	<u>CMAQ 6053-078 (SCAB)</u>	<u>\$ 6,308.00</u>
<u>406</u>	<u>202</u>	<u>240</u>	<u>6512/52815</u>	<u>0661/11201</u>	<u>CMAQ 6053-071 (MDAB)</u>	<u>\$ 2,102.35</u>
<u>406</u>	<u>202</u>	<u>240</u>	<u>6512/52815</u>	<u>I308/99010</u>	<u>TMEE/TMS</u>	<u>\$ 1,089.65</u>
<u>406</u>	<u>202</u>	<u>235</u>	<u>6508/52815</u>	<u>0778/11211</u>	<u>CMAQ 6053-078 (SCAB)</u>	<u>\$ 2,656.00</u>
<u>406</u>	<u>202</u>	<u>235</u>	<u>6508/52815</u>	<u>0661/11201</u>	<u>CMAQ 6053-071 (MDAB)</u>	<u>\$ 885.20</u>
<u>406</u>	<u>202</u>	<u>235</u>	<u>6508/52815</u>	<u>I308/99010</u>	<u>TMEE/TMS</u>	<u>\$ 458.80</u>
<u>406</u>	<u>202</u>	<u>265</u>	<u>6508/52815</u>	<u>0778/11211</u>	<u>CMAQ 6053-078 (SCAB)</u>	<u>\$ 13,280.00</u>
<u>406</u>	<u>202</u>	<u>265</u>	<u>6508/52815</u>	<u>0661/11201</u>	<u>CMAQ 6053-071 (MDAB)</u>	<u>\$ 4,426.00</u>

406	202	265	6508/52815	I308/99010	TMEE/TMS	\$ 2,294.00
406	202	250	6508/52815	0778/11211	CMAQ 6053-078 (SCAB)	\$ 5,046.4
406	202	250	6508/52815	0661/11201	CMAQ 6053-071 (MDAB)	\$ 1,681.88
406	202	250	6508/52815	I308/99010	TMEE/TMS	\$ 871.72
406	202	225	6508/52815	0778/11211	CMAQ 6053-078 (SCAB)	\$ 271,133.11
406	202	225	6508/52815	0661/11201	CMAQ 6053-071 (MDAB)	\$ 90,364.09
406	202	225	6508/52815	I308/99010	TMEE/TMS	\$ 46,835.80
Original Board Approved Contract Date:				6/3/09	Contract Start: 7/1/09	Contract End: 6/30/10
New Amend. Approval (Board) Date:				6/2/10	Amend. Start: 7/1/10	Amend. End: 6/30/11
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: 10/11 \$ 1,608,333		Future Fiscal Year(s) - Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 406 (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

Task Manager: Michelle Kirchoff		Contract Manager: Marla Modell	
	5/12/10		5/12/10
Task Manager Signature	Date	Contract Manager Signature	Date
	5/12/10		
Chief Financial Officer Signature	Date		

Amendment No. 1 to Contract 09-190 (1000152)

By and Between

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

And

SAN BERNARDINO ASSOCIATED GOVERNMENTS

For

**Implementation of San Bernardino County Employer and Commuter Trip
Reduction/Rideshare Programs**

This Amendment No. 1 to Contract No. 09-190 ("Contract") is entered into as of June 2, 2010 by and between San Bernardino Associated Governments ("SANBAG") and the Riverside County Transportation Commission ("RCTC").

Recitals

WHEREAS, SANBAG and RCTC, have previously entered into the Contract , wherein SANBAG engaged RCTC to implement and manage the bi-county Inland Empire Employer and Commuter Trip Reduction/Rideshare Programs; and

WHEREAS, SANBAG and RCTC desire to amend the Contract to modify the Scope of Work, add additional funding, and extend the term for one additional year.

NOW, THEREFORE, the parties agree to amend the Contract in the following manner:

1. Section A.1, A.2 and A.3, shall be amended by replacing Attachment "A" with Attachment "B" which is attached to this Amendment and by reference, incorporated in and made a part of this Contract.
2. Section B.1, Compensation, shall be replaced with the following:

It is understood that SANBAG funding for the program under this Agreement will not exceed three million five hundred eight thousand, eight hundred thirty-three dollars and no cents (\$3,508,833.00) and is being provided from the following sources:

(a) Three million, one hundred six thousand, three hundred sixty-nine dollars and eighty-five cents (\$3,106,369.85) from CMAQ funds, and

(b) Four hundred two thousand, four hundred sixty-three dollars and fifteen cents (\$402,463.15) from San Bernardino County local ½ cent sales tax, Measure I- Traffic Management Systems (TMS) funds.

3. Section 7.C.1, Term, shall be replaced with the following:

This Contract shall commence on July 1, 2009 and terminate on June 30, 2011, unless it is extended by a written amendment approved by the parties.

4. All other portions of Contract 09-190 shall remain in full force and effect.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**


**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

Paul M. Eaton,
President

Bob Buster,
Chairman

**APPROVED AS TO FORM
FOR SANBAG**

**APPROVED AS TO FORM
FOR RCTC**



Jean-Rene Basle,
SANBAG Counsel

Best, Best & Krieger,
RCTC Counsel

**Scope of Work
San Bernardino Employer and Commuter Assistance Programs
Fiscal Year 2010-11**

Inland Empire Rideshare Services

Provide a variety of services to employers and commuters, who participate in trip reduction activities. Activities shall include, but not be limited to: RideGuide/survey services, employer technical assistance, promotions, RideGuide production, coordination/dissemination of surveys and resulting report analysis for target marketing, Rideshare Connection broadcast e-mails, CommuteSmart News, networking meetings and coordination with other rideshare agencies and service providers. Assist multi-site and multi-jurisdictional headquarters employers within the County as well as related worksites outside of the County. Oversee and maintain a regional website (CommuteSmart.info), IE511.org website, social media platforms, and other regional products/outreach as assigned. Respond to inquiries generated from 511, 1-800-COMMUTE, 1-866-RIDESHARE, CommuteSmart.info, as well as direct referrals. Oversee and maintain a regional database of commuters, working with the five county transportation commission's (CTCs) throughout the region. Market the regional Guaranteed Ride Home Program to employers in San Bernardino County. Assist in the County's leased Park'N'Ride lot program. Operate the 511 program through phone and web services, providing enhancements, resolving issues, conducting marketing and periodic surveys. Conduct special projects and studies, as assigned.

Related Expenses (\$925,483):

Includes labor, office expenses, marketing materials, office equipment, computer programming, telephone and other direct expenses.

Goals:

1. Implementation of commuter assistance programs to approximately 370 regulated and non-regulated employer worksites in San Bernardino County, to assist in the development and implementation of trip reduction programs and for technical assistance.
2. Work with 82 employers on AVR/Transportation surveys and AVR calculations.
3. Maintain an accurate database of 55,000 active San Bernardino County commuter registrants, resulting from completed commuter surveys at 82 San Bernardino County employers.

4. Disseminate 16,500 RideGuides to San Bernardino County commuters at 379 worksites.
5. Provide assistance to five multisite/multijurisdictional headquarters located in San Bernardino County representing 18 worksites in San Bernardino, Riverside, as well as Los Angeles and Orange counties.
6. Develop and implement three employer transportation network meetings, one promotional marketing campaign at San Bernardino employer worksites, and other events.
7. Produce and disseminate other regional marketing materials, as standalone campaigns within the Inland Empire or regional campaigns in coordination with the five CTCs.
8. Broadcast 14 Rideshare Connection e-mails to San Bernardino County employers.
9. For the two-county area, respond to 4,000 inquiries/calls from commuters who work or reside in San Bernardino or Riverside counties, via 1-866-RIDESHARE, 1-800-COMMUTE, CommuteSmart.info, 511, direct referrals and other internet sources. Of these 4,000 inquiries, 450 RideGuides will be generated. In addition, 500 Inland residents will register in the database via the www.CommuteSmart.info and the www.ie511.org website.
10. Manage and operate the 511 system which will be available to commuters 24 hours a day, 7 days per week, 365 days per year.
11. The 511 phone system will provide assistance to 7,200 callers per month throughout the year. The system will have the capacity to handle 100,000 concurrent callers.
12. The www.ie511.org website will potentially receive 6,400 unique visitors per month. Website will be able to handle 100,000 concurrent users.
13. Continue 511 marketing/outreach.
14. Conduct periodic surveys to determine the 511 program use, effectiveness and customer satisfaction.
15. Provide website and phone enhancements/upgrades as needed.

Rideshare Incentive Programs

Option Rideshare offers San Bernardino County residents who commute to work, up to \$2 a day (in local merchant gift cards) for each day they participate in a rideshare mode, during a three-month period. The Vanpool Incentive Program provides up to \$1,800 over nine months in discounted vanpool fares. Team Ride provides ongoing ridesharers who reside in San Bernardino County a Rideshare Plus Rewards Book, with discount coupons from more than 135,000 merchants throughout the southland.

Related Expenses (\$682,850):

Includes labor, office expenses, marketing materials, office equipment, computer programming, telephone, direct commuter incentives (gift cards/ subsidies) and other direct expenses.

Goals:

1. The Option Rideshare program will enlist 1,400 County residents, who commute to work to 145 employers in Southern California. These participants on average have a one-way commute distance of 27.59 miles and the goal is to reduce 132,000 one way vehicle trips from the roadways.
2. Team Ride registrants will consist of 7,825 members by the end of December 2010, when the program is at its highest membership. Members will work at employment sites from 370 employers throughout Southern California.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: June 2, 2010

Subject: Amendment No. 2 to Cooperative Agreement C08139 (Caltrans Agreement 08-1383) with the California Department of Transportation (Caltrans) for the Preliminary Engineering Phase of the I-15/I-215 Devore Interchange Improvements Project

Recommendation:* Approve Amendment No. 2 to Cooperative Agreement C08139 (Caltrans Agreement 08-1383) with Caltrans for execution of the Preliminary Engineering Phase of the I-215 Devore Interchange Improvements Project from SANBAG to Caltrans District 8 increasing the SANBAG contribution from \$195,000 to \$6,000,000.00.

Background: This is an amendment to an existing cooperative agreement with Caltrans. The SANBAG Board approved a cooperative agreement with Caltrans in February, 2008 establishing the roles and responsibilities and level of oversight between the two agencies for the PA & ED phase of the I-15/I-215 Devore Interchange Improvements Project. The SANBAG Board at its January, 2010 meeting approved proceeding with a design build delivery method, submitting an application to the CTC through Caltrans for design build approval and negotiating with Caltrans on defining roles and responsibilities whereby Caltrans would be designated as the lead agency for the project as it moves forward. The SANBAG Board at its April, 2010 meeting approved a cooperative agreement amendment designating Caltrans as the lead agency for all phases of the project in order for the project to be eligible for one of the 10 available State spots for potential design build projects according to Senate Bill 4 (SBX2 4).

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Overlapping with the Project Approval/Environmental Document phase of the project and extending beyond that phase will be the procurement phase of the project which will result in the development of a procurement package for selection of a design build firm. The procurement phase of the project will consist of both the production of a Request for Qualifications (RFQ) package to shortlist qualified design-build firms, and a Request for Proposal (RFP) package. The RFP will define the project by a preliminary design package and the contractual package and will solicit a proposal for the project. The design and contractual development of these products along with the effort associated with evaluation of the submittals and negotiations leading to a final contract will entail significant effort. As the lead agency, Caltrans will be responsible to produce these packages with support and oversight as needed by SANBAG and evaluate the submitted qualifications and proposals. This agreement covers both the work associated with the Procurement Phase of the project as well as the PA/ED phase and will supersede the previous amendment. The agreement specifies roles and responsibilities between Caltrans and SANBAG and makes provision for compensating Caltrans for their staff time in executing both the PA/ED and procurement phases of the project.

Financial Impact: This work will be funded through Measure I 2010-2040 funds and is consistent with the 09/10 fiscal year budget. Caltrans will obligate and seek direct reimbursement on \$5,139,166 in local Surface Transportation Program (STP) funding that is contributed from SANBAG to Caltrans as part of this cooperative agreement. Task 88010000

Reviewed By: This item was reviewed and unanimously recommend for approval by the Major Projects Committee on April 15, 2010. SANBAG Counsel has reviewed and approved this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C08139-02
by and between
San Bernardino County Transportation Authority
and
California Department of Transportation
for
Devore Interchange Preliminary Engineering Cooperative Agreement

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>08-1383 A/2</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment				
Notes: This CSS shows MI funds going through SANBAG. \$5,139,166 in STP funds will be obligated by Caltrans and directly reimbursed to Caltrans that will not go through SANBAG.							
Original Contract: \$ <u>0</u> Contingency / Allowance Amount \$ <u>0</u>	Previous Amendments \$ <u>195,000</u> Previous Amendments \$ <u>0</u> Contingency / Allowance Total: Current Amendment: \$ <u>665,834</u> Current Amendment Contingency / Allowance: \$ <u>0</u>						
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►			\$ <u>860,834.00</u>				
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund (Measure I, STP, CMAQ, etc.)	Type	Amounts for Contract Total or Current Amndmnt Amt
<u>880</u>	<u>610</u>	<u>000</u>	<u>52001</u>	<u>99076</u>	<u>Measure I</u>		<u>\$ 665,834</u>
<u>880</u>	<u>610</u>	<u>000</u>	<u>52001</u>	<u>99006</u>	<u>Measure I</u>		<u>\$ 195,000</u>
Original Board Approved Contract Date: <u>2/6/08</u>				Contract Start: <u>2/6/08</u>		Contract End: <u>12/31/14</u>	
New Amend. Approval (Board) Date: <u>6/2/10</u>				Amend. Start: <u>6/2/10</u>		Amend. End: <u>12/31/18</u>	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>195,000</u>		Future Fiscal Year(s) - Unbudgeted Obligation ►		\$ <u>665,834</u>	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 880 (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							
CONTRACT MANAGEMENT							
Check all applicable boxes:							
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)							
Task Manager: Garry Cohoe				Contract Manager: Dennis Saylor			

 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	Date <u>5/20/10</u> Date <u>5/20/10</u> Date <u>5/20/10</u>

08-SBd-15 PM 14.0/R16.4
08-SBd-215 PM 16.0/17.8
Improvements on I-15/I-215 Interchanges
EA 0K7100
District Agreement No. 8-1383 A/2

**REPLACEMENT AGREEMENT
(AMENDMENT NO. 2 TO AGREEMENT)**

This AMENDMENT NO.2 TO AGREEMENT (AMENDMENT), entered into effective on _____, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
entity referred to herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the County of San Bernardino.
2. The parties hereto entered into an Agreement No. 8-1383, on March 11, 2008, said Agreement defining the terms and condition of a project to construct improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC, referred to herein as "PROJECT."
3. Agreement No. 8-1383 stated that AUTHORITY was to prepare Project Approval and Environmental Document (PA&ED) and was willing to fund one hundred percent (100%) of all PA&ED support costs for PROJECT.
4. In order for the PROJECT to qualify as a Design-Build project in accordance with Public Contract Code Sections 6805 et. seq. in one of STATE's slots if authorized by the California Transportation Commission (CTC), the parties agreed that STATE shall be the Implementing agency for PA&ED.
5. The parties therefore, agreed to replace in its entirety Agreement No. 8-1383 with Replacement Agreement (Amendment No. 1 to Agreement 8-1383), on April 7, 2010, under which AUTHORITY, at its own expense, request STATE to perform certain PA&ED activities and to be the implementing agency for the PA&ED phase.

6. Now, STATE and AUTHORITY agree to replace in its entirety Agreement No. 8-1383 A/1 with Replacement Agreement (Amendment No. 2 to Agreement 8-1383), under which AUTHORITY, at its own expense, apart from requesting STATE to be the implementing agency for the PA&ED phase is requesting STATE to perform herein mentioned procurement activities for the Design-Build portion of PROJECT.
7. As used herein, the term "Design-Build" shall mean and refer to a project delivery process in which both the final design and construction of a project are procured from a single entity.
8. Under the Procurement Process both the final design and construction of a project are procured from a single entity.
9. The Procurement Process for the Design-Build project shall be in accordance with Public Contract Code Sections 6805 et. seq. FHWA Design-Build regulations (23 CFR 636, et. seq. and 23 CFR 771 et. seq.) and STATE's Design-Build Demonstration Program Applicable Standards.
10. Procurement activities for the Design-Build portion of PROJECT include Prepare Request for Qualifications (RFQ), Issue RFQ, Prepare Request for Proposal (RFP), Issue RFP and Award Design-Build Contract hereinafter together referred to as PROCUREMENT, as shown on EXHIBIT A, attached to and made a part of this Agreement.
11. PROCUREMENT activities that will take place prior to PA&ED approval will include Prepare RFQ, Issue RFQ and Prepare RFP. All other PROCUREMENT activities of Issuing RFP and Awarding Design-Build Contract if being performed shall only be performed after PA&ED approval.
12. For the purposes of this Agreement, the term PRELIMINARY ENGINEERING refers to performing as the implementing agency for PA&ED and PROCUREMENT as shown on EXHIBIT A.
13. The Surface Transportation Program (STP) will be used to fund a portion of the PRELIMINARY ENGINEERING for PROJECT to be matched with Measure I funds.
14. AUTHORITY is willing to fund one hundred percent (100%) of all support costs of PRELIMINARY ENGINEERING for PROJECT.
15. AUTHORITY desires to contribute up to \$5,139,166 of STP funds, referred to herein as "FUNDS," to be matched with AUTHORITY's Measure I funds in the amount of \$665,834, referred to herein as "MATCH FUNDS," to be applied toward allowable PROJECT costs as shown on EXHIBIT B, attached to and made a part of this Agreement. AUTHORITY will also continue to contribute an additional \$195,000 of Measure I funds besides the MATCH FUNDS towards PRELIMINARY ENGINEERING as agreed to in Amendment 1 and shown in EXHIBIT B herein.

16. AUTHORITY and STATE hereto intend to define herein the terms and conditions under which PRELIMINARY ENGINEERING for PROJECT is to be fully financed by AUTHORITY.
17. STATE funds will not be used to finance any of the PROJECT support costs except as set forth in this Agreement.
18. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
19. PROJECT's other phases, right of way and Design-Build, will be the subject of a separate future agreement or agreements.
20. This Agreement includes definition of the roles and responsibilities of the STATE as California Environmental Quality Act (CEQA) Lead Agency and AUTHORITY as a CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement also includes definition of the role and responsibilities of the STATE for compliance with National Environmental Policy Act (NEPA), as the Lead Agency.
21. The parties now define herein below the terms and conditions under which PROJECT is to be developed and financed.

SECTION I

STATE AGREES:

1. To provide PRELIMINARY ENGINEERING, serve as the CEQA Lead Agency and the NEPA Lead Agency, and provide all work incidental thereto at one hundred percent (100%) AUTHORITY's expense estimated to be \$6,000,000 as shown on EXHIBIT B, attached to and made a part of this Agreement. If it becomes necessary for an increase in funding for PRELIMINARY ENGINEERING, said increase will be paid in full by AUTHORITY using local funds.
2. To account for all PROJECT costs to be paid for by AUTHORITY pursuant to this Agreement.
3. To submit a monthly progress report to AUTHORITY which describes the PRELIMINARY ENGINEERING performed and completed during the reporting period with pertinent data such as expenditures and percentage progress achieved to date, all in accordance with STATE's standard accounting practices.
4. To process all Federal authorizations, State allocations, and/or State applications for funds on behalf of AUTHORITY, as applicable under Federal and State law, for the contribution of FUNDS and MATCH FUNDS toward PROJECT.
5. To obtain AUTHORITY's approval should additional available FUNDS and/or MATCH FUNDS be required and become available for PROJECT.

6. To submit to AUTHORITY, an invoice for a deposit in the amount of \$50,000 immediately following execution of this Agreement. Said deposit represents one (1) month of the estimated PRELIMINARY ENGINEERING cost, from the MATCH FUNDS for PROJECT. Thereafter, STATE shall prepare and submit to AUTHORITY in arrears, monthly billing statements for AUTHORITY's share from the MATCH FUNDS of the actual expenditures for the PRELIMINARY ENGINEERING costs.
7. All PROJECT work performed by STATE on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow.
8. To prepare, or cause to be prepared, a Project Report (PR), the environmental documentation, including all investigative studies and technical environmental reports, and perform all necessary PRELIMINARY ENGINEERING activities and services, at no cost to STATE.
9. To be responsible for ensuring the applicable and timely investigation of potential hazardous material sites within and outside of the existing State Highway System (SHS) right of way that could impact PROJECT as part of performing any PRELIMINARY ENGINEERING work.

SECTION II

AUTHORITY AGREES:

1. To pay one hundred percent (100%) estimated to be \$6,000,000 for STATE's PRELIMINARY ENGINEERING. If said costs exceed \$6,000,000 and AUTHORITY fails to secure additional funding, STATE shall cease PRELIMINARY ENGINEERING until such funds are forthcoming.
2. STATE may encumber FUNDS, as shown on EXHIBIT B, toward PROJECT.
3. To program, or cause to be programmed, all PROJECT funding in the appropriate Regional Transportation Improvement Program (RTIP), Federal Transportation Improvement Program (FTIP), and State Transportation Improvement Program (STIP) documents, and to process all programming amendments thereto which may be required for any PROJECT funding changes.
4. In the event changes to the FUNDS are necessary, to promptly notify STATE to determine if an amendment to this Agreement should be executed to reflect said changes.
5. To deposit with STATE within twenty-five (25) days of receipt of billing therefore, which billing will be forwarded immediately following execution of this Agreement, the amount of \$50,000 representing one (1) month of the estimated PRELIMINARY ENGINEERING cost from AUTHORITY's MATCH FUNDS for PROJECT. Thereafter, to make payment to STATE within thirty (30) days of receiving the invoice for the prior month's actual expenses. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by AUTHORITY using local funds.

6. AUTHORITY will perform all the work that is under their name in EXHIBIT A at their own expense.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC) and the encumbrance of those FUNDS and MATCH FUNDS to PROJECT.
2. STATE's expenditure of FUNDS and/or MATCH FUNDS under the sole control of AUTHORITY is subject to the earlier programming and appropriation of those funds by AUTHORITY, which acts will not be unreasonably delayed by AUTHORITY.
3. PROCUREMENT activities that will take place prior to PA&ED approval will include Prepare RFQ, Issue RFQ and Prepare RFP. All other PROCUREMENT activities, Issue RFP and Award Design-Build Contract shall only be performed after PA&ED approval, as shown on EXHIBIT A.
4. That Issue RFP and Award Design-Build Contract will not occur until a subsequent agreement or agreements covering Design-Build and right of way phases have been executed.
5. That the RFQ solicitation portion of PROCUREMENT shall inform the proposers of the general status of the CEQA and NEPA process. Parties agree that FHWA's NEPA process established for design-build projects shall be followed (23 CFR 636, et. seq. and 23 CFR 771, et. seq.). Further, performance of prepare RFQ, Issue RFQ and Prepare RFP portion of PROCUREMENT shall not interfere with the CEQA and NEPA process or be performed in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of the CEQA and NEPA review process.
6. That no final design activities shall occur prior to completion of the CEQA and NEPA process.
7. To enter into a separate cooperative agreement or an amendment to this Agreement when funds other than FUNDS and/or MATCH FUNDS that are under the direct control of AUTHORITY are to be contributed toward PROJECT or when any portion of the work on PROJECT is to be performed by AUTHORITY other than already indicated in Exhibit A.
8. In the event of a PRELIMINARY ENGINEERING cost overrun, STATE and AUTHORITY will work cooperatively to identify an acceptable course of action. Additional costs and responsibilities for any required actions that exceed the PRELIMINARY ENGINEERING budgeted costs shall be covered by an amendment to this agreement.

9. The Project Study Report (PSR) for PROJECT, approved on March 3, 2009, is by this reference, made an express part of this Agreement.
10. The basic design features shall comply with those addressed in the approved PSR, unless modified as required for completion of the PROJECT's environmental documentation as determined by the STATE as CEQA and NEPA Lead Agency and/or if applicable, as requested by the STATE or the Federal Highway Administration (FHWA) in conjunction with performance of their respective roles and responsibilities for PROJECT-determined to be a High Profile project in accordance with the Joint Stewardship and Oversight Agreement signed September 4, 2007.
11. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if NEPA applies. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if NEPA applies, NEPA. AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability and prior to STATE's issuance of final CEQA and NEPA determinations.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if NEPA applies, NEPA, this Agreement will be amended to include completion of those additional tasks, with provision for review(s), comment(s), and approval by STATE, at AUTHORITY's expense.

12. STATE agrees to coordinate, obtain, renew, amend and extend, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate regulatory agencies. If the parties agree in writing that AUTHORITY is responsible for coordinating, obtaining, renewing, amending and extending said PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, then those said costs shall be a PROJECT cost.
13. STATE shall be fully responsible for ensuring compliance with, and implementation of, any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost. If the parties agree in writing that AUTHORITY is to become fully responsible for ensuring compliance with, and implementation of, any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or approval(s) for PROJECT, then those said costs shall be a PROJECT cost.

14. Notwithstanding Articles 12 and 13 of this Section III, in the event that Article 1 of Section II occurs, AUTHORITY agrees, at AUTHORITY's cost, to ensure all commitments and conditions set forth in the PROJECT's environmental documentation, permits, agreements or approvals that are required to keep PROJECT in environmental compliance are implemented until additional funds are procured for PROJECT and this Agreement is amended accordingly.
15. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental reports, permits, agreements, and/or approvals for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
16. AUTHORITY, subject to STATE's prior review and approval, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. The cost to review, approve, prepare, submit, publicize and/or circulate the public notice(s) is a PROJECT cost. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if NEPA applies.

STATE shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's and all applicable Federal policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if NEPA applies, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, for PROJECT. AUTHORITY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) business days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings. The cost to oversee, plan, schedule, hold, and participate in the public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, for PROJECT is a PROJECT cost.

17. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and the NEPA Lead Agency, and AUTHORITY is a CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) business days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and NEPA, related roles and responsibilities.

18. The preparation of the environmental documentation shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards current as of the date of performance including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser and if applicable, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
19. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
20. The party that discovers hazardous material (HM) will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.
21. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs associated with HM-1 management activities.
22. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.
23. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

24. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
25. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the right of way and Design-Build phases of PROJECT.
26. STATE invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. STATE establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
27. AUTHORITY followed applicable state and federal policies and procedures during the Procurement Process for the PA&ED consultant and the STATE was involved in the selection process.
28. STATE and AUTHORITY will share the completion of activities as shown on EXHIBIT A.
29. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
30. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
31. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
32. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.

33. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
34. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of AUTHORITY, or on December 31, 2018, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CINDY MCKIM
Chief Deputy Director

By: _____
PAUL M. EATON
Board President

By: _____
RAYMOND W. WOLFE, PhD
District Director

Attest: _____
VICKI WATSON
Board Clerk

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

By: _____
JEAN-RENE BASLE
Counsel

CERTIFIED AS TO FUNDS:

By: _____
LISA PACHECO
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

EXHIBIT A
SCOPE SUMMARY

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2	Project Approval and Environmental Document (PA&ED) - 160, 165, 170, 175, 180, 205	X	X	
2.160	PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT		X	
2.160.05	UPDATED PROJECT INFORMATION		X	
2.160.05.05	APPROVED PID REVIEW		X	
2.160.05.10	GEOTECHNICAL INFORMATION REVIEW		X	
2.160.05.15	MATERIALS INFORMATION REVIEW		X	
2.160.05.20	TRAFFIC DATA AND FORECASTS REVIEW		X	
2.160.05.25	GEOMETRICS REVIEW		X	
2.160.05.30	PROJECT SCOPE REVIEW		X	
2.160.05.35	PROJECT COST ESTIMATE REVIEW		X	
2.160.05.99	OTHER PROJECT INFORMATION PRODUCTS		X	
2.160.10	ENGINEERING STUDIES		X	
2.160.10.10	TRAFFIC FORECASTS/MODELING		X	
2.160.10.15	GEOMETRIC PLANS FOR PROJECT ALTERNATIVES		X	
2.160.10.20	VALUE ANALYSIS		X	
2.160.10.25	HYDRAULICS/HYDROLOGY STUDIES		X	
2.160.10.30	HIGHWAY PLANTING DESIGN CONCEPTS		X	
2.160.10.35	TRAFFIC OPERATIONAL ANALYSIS		X	
2.160.10.40	UPDATED RIGHT OF WAY DATA SHEET		X	
2.160.10.45	UTILITY LOCATIONS DETERMINED FOR PRELIMINARY ENGINEERING		X	
2.160.10.50	RAILROAD STUDY		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.160.10.55	MULTI-MODAL STUDY			X
2.160.10.60	PARK AND RIDE STUDY			X
2.160.10.65	RIGHT OF WAY RELINQUISHMENT AND VACATION STUDY			X
2.160.10.70	TRAFFIC STUDIES		X	
2.160.10.75	UPDATED MATERIALS INFORMATION		X	
2.160.10.80	UPDATED GEOTECHNICAL INFORMATION		X	
2.160.10.85	STRUCTURES ADVANCE PLANNING STUDY [APS] AND PRELIMINARY ENGINEERING		X	
2.160.10.90	HIGH OCCUPANCY VEHICLE REPORT			X
2.160.10.95	UPDATED PRELIMINARY TRANSPORTATION MANAGEMENT PLAN		X	
2.160.10.99	OTHER ENGINEERING STUDIES		X	
2.160.15	DRAFT PROJECT REPORT		X	
2.160.15.05	COST ESTIMATES FOR ALTERNATIVES		X	
2.160.15.10	FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS		X	
2.160.15.15	APPROVED EXCEPTIONS TO ENCROACHMENT POLICY	X		
2.160.15.20	DRAFT PROJECT REPORT		X	
2.160.15.25	DRAFT PROJECT REPORT CIRCULATION REVIEW AND APPROVAL	X		
2.160.15.99	OTHER DRAFT PROJECT REPORT PRODUCTS		X	
2.160.20	ENGINEERING AND LAND NET SURVEYS		X	
2.160.20.25	EXISTING RECORDS		X	
2.160.20.30	LAND NET SURVEYS		X	
2.160.20.35	LAND NET MAP		X	
2.160.20.40	RIGHT OF WAY ENGINEERING PRODUCTS		X	
2.160.20.50	CONTROL SURVEYS		X	
2.160.20.55	PHOTOGRAMMETRIC MAPS AND PRODUCTS		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.160.20.60	ENGINEERING SURVEYS		X	
2.160.20.65	AS-BUILT CENTERLINE SURVEYS		X	
2.160.20.70	PAVEMENT SURVEYS		X	
2.160.30	ENVIRONMENTAL STUDY REQUEST	X	X	
2.160.30.05	MAPS FOR ESR		X	
2.160.30.10	SURVEYS AND MAPPING FOR ENVIRONMENTAL STUDIES		X	
2.160.30.15	PROPERTY ACCESS RIGHTS FOR ENVIRONMENTAL/ENGINEERING STUDIES		X	
2.160.40	NEPA DELEGATION	X		
2.160.45	BASE MAPS AND PLAN SHEETS FOR PROJECT REPORT AND ENVIRONMENTAL STUDIES		X	
2.165	PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT	X	X	
2.165.05	ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X	
2.165.05.05	PROJECT INFORMATION REVIEW		X	
2.165.05.10	PUBLIC AND AGENCY SCOPING PROCESS		X	
2.165.05.15	ALTERNATIVES FOR FURTHER STUDY		X	
2.165.05.99	OTHER ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X	
2.165.10	GENERAL ENVIRONMENTAL STUDIES		X	
2.165.10.15	COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES		X	
2.165.10.20	VISUAL IMPACT ASSESSMENT AND SCENIC RESOURCE EVALUATION		X	
2.165.10.25	NOISE STUDY		X	
2.165.10.30	AIR QUALITY STUDY		X	
2.165.10.35	WATER QUALITY STUDIES		X	
2.165.10.40	ENERGY STUDIES		X	
2.165.10.45	SUMMARY OF GEOTECHNICAL REPORT		X	
2.165.10.55	DRAFT RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.10.60	LOCATION HYDRAULIC AND FLOODPLAIN STUDY REPORT		X	
2.165.10.65	PALEONTOLOGY STUDY		X	
2.165.10.70	WILD AND SCENIC RIVERS COORDINATION		X	
2.165.10.75	ENVIRONMENTAL COMMITMENTS RECORD		X	
2.165.10.80	HAZARDOUS WASTE INITIAL SITE ASSESSMENTS/INVESTIGATIONS		X	
2.165.10.85	HAZARDOUS WASTE PRELIMINARY SITE INVESTIGATIONS		X	
2.165.10.99	OTHER ENVIRONMENTAL STUDIES		X	
2.165.15	BIOLOGICAL STUDIES		X	
2.165.15.05	BIOLOGICAL ASSESSMENT		X	
2.165.15.10	WETLANDS STUDY		X	
2.165.15.15	RESOURCE AGENCY PERMIT RELATED COORDINATION	X		
2.165.15.20	NATURAL ENVIRONMENT STUDY REPORT		X	
2.165.15.99	OTHER BIOLOGICAL STUDIES		X	
2.165.20	CULTURAL RESOURCE STUDIES		X	
2.165.20.05	ARCHAEOLOGICAL SURVEY		X	
2.165.20.05.05	AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
2.165.20.05.10	NATIVE AMERICAN CONSULTATION		X	
2.165.20.05.15	RECORDS AND LITERATURE SEARCH		X	
2.165.20.05.20	FIELD SURVEY		X	
2.165.20.05.25	ARCHAEOLOGICAL SURVEY REPORT		X	
2.165.20.05.99	OTHER ARCHAEOLOGICAL SURVEY PRODUCTS		X	
2.165.20.10	EXTENDED PHASE I ARCHAEOLOGICAL STUDIES		X	
2.165.20.10.05	NATIVE AMERICAN CONSULTATION		X	
2.165.20.10.10	EXTENDED PHASE I PROPOSAL		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.20.10.15	EXTENDED PHASE 1 FIELD INVESTIGATION		X	
2.165.20.10.20	EXTENDED PHASE 1 MATERIALS ANALYSIS		X	
2.165.20.10.25	EXTENDED PHASE 1 REPORT		X	
2.165.20.10.99	OTHER PHASE I ARCHAEOLOGICAL STUDY PRODUCTS		X	
2.165.20.15	PHASE II ARCHAEOLOGICAL STUDIES		X	
2.165.20.15.05	NATIVE AMERICAN CONSULTATION		X	
2.165.20.15.10	PHASE II PROPOSAL		X	
2.165.20.15.15	PHASE II FIELD INVESTIGATION		X	
2.165.20.15.20	PHASE II MATERIALS ANALYSIS		X	
2.165.20.15.25	PHASE II REPORT		X	
2.165.20.15.99	OTHER PHASE II ARCHAEOLOGICAL STUDY PRODUCTS		X	
2.165.20.20	HISTORICAL AND ARCHITECTURAL RESOURCE STUDIES		X	
2.165.20.20.05	PRELIMINARY AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS FOR ARCHITECTURE		X	
2.165.20.20.10	HISTORIC RESOURCES EVALUATION REPORT - ARCHAEOLOGY		X	
2.165.20.20.15	HISTORIC RESOURCES EVALUATION REPORT - ARCHITECTURE		X	
2.165.20.20.20	BRIDGE EVALUATION		X	
2.165.20.20.99	OTHER HISTORICAL AND ARCHITECTURAL RESOURCE STUDY PRODUCTS		X	
2.165.20.25	CULTURAL RESOURCE COMPLIANCE CONSULTATION DOCUMENTS		X	
2.165.20.25.05	FINAL AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
2.165.20.25.10	PRC 5024.5 CONSULTATION		X	
2.165.20.25.15	HISTORIC PROPERTY SURVEY REPORT/HISTORIC RESOURCES COMPLIANCE REPORT		X	
2.165.20.25.20	FINDING OF EFFECT		X	
2.165.20.25.25	ARCHAEOLOGICAL DATA RECOVERY PLAN/TREATMENT PLAN		X	
2.165.20.25.30	MEMORANDUM OF AGREEMENT		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.20.25.99	OTHER CULTURAL RESOURCES COMPLIANCE CONSULTATION PRODUCTS		X	
2.165.25	DRAFT ENVIRONMENTAL DOCUMENT	X	X	
2.165.25.05	DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS	X		
2.165.25.10	SECTION 4(F) EVALUATION	X	X	
2.165.25.15	CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION			X
2.165.25.20	ENVIRONMENTAL QUALITY CONTROL AND OTHER REVIEWS	X		
2.165.25.25	APPROVAL TO CIRCULATE RESOLUTION	X		
2.165.25.30	ENVIRONMENTAL COORDINATION	X		
2.165.25.99	OTHER DRAFT ENVIRONMENTAL DOCUMENT PRODUCTS		X	
2.165.30	NEPA DELEGATION	X		
2.170	PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS DURING PA&ED COMPONENT	X		
2.170.05	REQUIRED PERMITS	X		
2.170.10.60	UPDATED ENVIRONMENTAL COMMITMENTS RECORD	X		
2.170.10.95	OTHER PERMITS			X
2.170.15	RAILROAD AGREEMENTS			X
2.170.15.05	PLAN APPROVAL			X
2.170.15.10	SPECIAL PROVISIONS AND INSURANCE CLAUSES			X
2.170.15.15	SERVICE CONTRACT FOR RAILROAD SERVICES			X
2.170.15.20	CONSTRUCTION AND MAINTENANCE AGREEMENT			X
2.170.15.25	PUC EXHIBITS AND APPLICATION			X
2.170.15.99	OTHER RAILROAD AGREEMENT PRODUCTS			X
2.170.20	FREEWAY AGREEMENTS			X
2.170.20.05	DRAFT FREEWAY AGREEMENT			X

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.170.20.10	DRAFT FREEWAY AGREEMENT REVIEW			X
2.170.20.15	FINAL FREEWAY AGREEMENT			X
2.170.20.20	EXECUTED FREEWAY AGREEMENT			X
2.170.20.99	OTHER FREEWAY AGREEMENT PRODUCTS			X
2.170.25	AGREEMENT FOR MATERIAL SITES			X
2.170.30	EXECUTED MAINTENANCE AGREEMENT			X
2.170.40	ROUTE ADOPTIONS			X
2.170.40.05	ROUTE ADOPTION MAP			X
2.170.40.10	NEW CONNECTION REQUEST AND ROUTE ADOPTION CTC SUBMITTAL			X
2.170.40.15	ROUTE ADOPTION AND PUBLIC ROAD CONNECTION PLACED ON CTC AGENDA			X
2.170.40.99	OTHER ROUTE ADOPTION PRODUCTS			X
2.170.45	MOU FROM TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)			X
2.170.55	NEPA DELEGATION	X		
2.175	CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE IDENTIFICATION	X		
2.175.05	DED CIRCULATION	X	X	
2.175.05.05	MASTER DISTRIBUTION AND INVITATION LISTS		X	
2.175.05.10	NOTICES REGARDING PUBLIC HEARING AND AVAILABILITY OF DRAFT ENVIRONMENTAL DOCUMENT		X	
2.175.05.15	DED PUBLICATION AND CIRCULATION		X	
2.175.05.20	FEDERAL CONSISTENCY DETERMINATION (COASTAL ZONE)			X
2.175.05.99	OTHER DED CIRCULATION PRODUCTS		X	
2.175.10	PUBLIC HEARING	X	X	
2.175.10.05	NEED FOR PUBLIC HEARING DETERMINATION	X		
2.175.10.10	PUBLIC HEARING LOGISTICS		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.175.10.15	DISPLAYS FOR PUBLIC HEARING		X	
2.175.10.20	SECOND NOTICES OF PUBLIC HEARING AND AVAILABILITY OF DED		X	
2.175.10.25	MAP DISPLAY AND PUBLIC HEARING PLAN		X	
2.175.10.30	DISPLAY PUBLIC HEARING MAPS		X	
2.175.10.35	PUBLIC HEARING		X	
2.175.10.40	RECORD OF PUBLIC HEARING		X	
2.175.10.99	OTHER PUBLIC HEARING PRODUCTS		X	
2.175.15	PUBLIC COMMENT RESPONSES AND CORRESPONDENCE	X	X	
2.175.20	PROJECT PREFERRED ALTERNATIVE	X		
2.175.25	NEPA DELEGATION	X		
2.180	PREPARE AND APPROVE PROJECT REPORT AND FINAL ENVIRONMENTAL DOCUMENT	X		
2.180.05	FINAL PROJECT REPORT		X	
2.180.05.05	UPDATED DRAFT PROJECT REPORT		X	
2.180.05.10	APPROVED PROJECT REPORT	X		
2.180.05.15	UPDATED STORM WATER DATA REPORT		X	
2.180.05.99	OTHER PROJECT REPORT PRODUCTS		X	
2.180.10	FINAL ENVIRONMENTAL DOCUMENT	X	X	
2.180.10.05	APPROVED FINAL ENVIRONMENTAL DOCUMENT	X		
2.180.10.05.05	DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW	X		
2.180.10.05.10	REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT	X		
2.180.10.05.15	SECTION 4(F) EVALUATION		X	
2.180.10.05.20	FINDINGS	X		
2.180.10.05.25	STATEMENT OF OVERRIDING CONSIDERATIONS	X		

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.180.10.05.30	CEQA CERTIFICATION	X		
2.180.10.05.35	FHWA APPROVAL	X		
2.180.10.05.40	SECTION 106 CONSULTATION AND MOA	X		
2.180.10.05.45	SECTION 7 CONSULTATION	X		
2.180.10.05.50	FINAL SECTION 4(F) STATEMENT	X		
2.180.10.05.55	FLOODPLAIN ONLY PRACTICABLE ALTERNATIVE FINDING	X		
2.180.10.05.60	WETLANDS ONLY PRACTICABLE ALTERNATIVE FINDING	X		
2.180.10.05.65	SECTION 404 COMPLIANCE	X		
2.180.10.05.70	MITIGATION MEASURES	X		
2.180.10.10	PUBLIC DISTRIBUTION OF FED AND RESPOND TO COMMENTS	X		
2.180.10.15	FINAL RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X	
2.180.10.99	OTHER FED PRODUCTS	X		
2.180.15	COMPLETED ENVIRONMENTAL DOCUMENT	X		
2.180.15.05	RECORD OF DECISION (NEPA)			X
2.180.15.10	NOTICE OF DETERMINATION (CEQA)	X		
2.180.15.20	ENVIRONMENTAL COMMITMENTS RECORD		X	
2.180.15.99	OTHER COMPLETED ENVIRONMENTAL DOCUMENT PRODUCTS		X	
2.180.20	NEPA DELEGATION	X		
3.185.15.10	PROPOSED GEOMETRICS REVIEW		X	
3.185.25.15	RIGHT OF WAY REQUIREMENT MAPS		X	
3.185.25.30	UTILITY CONFLICT MAPS		X	
3.185.20.99	FAULT RAPTURE STUDY		X	
3.185.99.05	PREPARE RFQ	X		
3.185.99.10	ISSUE RFQ	X		

C08139-02

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
3.205	OBTAIN PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS	X		
3.205.60	FREEWAY AGREEMENTS	X		
3.205.65	ROUTE ADOPTIONS			X
3.230.99.05	PREPARE RFP	X		
3.230.99.10	ISSUE RFP	X		
3.265.99	AWARD DESIGN-BUILD CONTRACT	X		

EXHIBIT B**COST ESTIMATE**

PHASE	STATE's SHARE	AUTHORITY's SHARE	
		STP	Measure I
PRELIMINARY ENGINEERING	\$0	-	\$195,000
PRELIMINARY ENGINEERING	\$0	\$5,139,166	\$665,834 MATCH FUNDS
TOTAL	\$0 (0%)	\$6,000,000 (100%)	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: June 2, 2010

Subject: Amendment No. 1 to Cooperative Agreement No. C06058 (Caltrans Agreement 08-1306) with the California Department of Transportation (Caltrans) for the Right of Way Work for Interstate 215 (I-215) Segment 2

Recommendation:* Approve Amendment No. 1 to Cooperative Agreement No. C06058 (Caltrans Agreement 08-1306) with Caltrans for Right of Way Work on I-215 Segment 2 in the City of San Bernardino extending the duration of the contract to December 31, 2013.

Background: This amendment only provides for a time extension to an existing cooperative agreement with Caltrans. The SANBAG Board approved a cooperative agreement with Caltrans in April, 2006 establishing the roles and responsibilities and funding for Right of Way activities required in order to construct the Segment 2 portion of the I-215 corridor in the City of San Bernardino. Presently, all Right of Way has been acquired for this segment; however, several parcels involve eminent domain action. As a result, completion of all the final Right of Way activities will not be completed by June 30, 2010.

This amendment extends the duration of the agreement to December 31, 2013 but does not adjust funding of the agreement. SANBAG staff is currently working with Caltrans Right of Way staff to develop final estimates to complete the remaining work through final settlements of all parcels. Because of unknowns involved in the eminent domain process, it may be necessary to execute a future amendment for a funding adjustment. Meanwhile, in order to keep the

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

cooperative agreement in effect, this time extension amendment is recommended for approval at this time and a future amendment, if necessary, will be brought before the Board at a later date for funding adjustment.

Financial Impact: This cooperative agreement amendment is a time extension only and has no impact on the current budget. Task 83610000

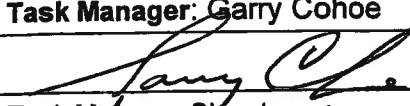
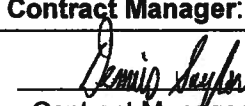

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. **06058-01**
by and between San Bernardino Associated Governments and California Department of
Transportation
for Cooperative Agreement for I-215 Segment 2 Right of Way Work

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>08-1306 A/1</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment			
Notes: This amendment is for a time extension only						
Original Contract: \$ <u>23,829,210</u>		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
Contingency / Allowance Amount \$ _____		Contingency / Allowance Total:				
		Current Amendment: \$ <u>0</u>				
		Current Amendment Contingency / Allowance: \$ <u>0</u>				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►				\$ <u>23,829,210.00</u>		
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>04/05/06</u>						Contract Start: <u>4/5/06</u>
Contract End: <u>6/30/10</u>						
New Amend. Approval (Board) Date: <u>6/2/10</u>				Amend. Start: <u>6/2/10</u>		Amend. End: <u>12/31/13</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: _____ \$ _____		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>836</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: <u>Garry Cohoe</u>		Contract Manager: <u>Dennis Saylor</u>	
	<u>5/7/10</u>		<u>5/6/10</u>
Task Manager Signature	Date	Contract Manager Signature	Date
	<u>5/19/10</u>		
Chief Financial Officer Signature	Date		

08-SBd-215-PM 7.6/8.9
Add 2 HOV Lanes and
Operational Improvements
South of 9th Street OC to
South of Massachusetts Street
(Segment 2)
In the City of San Bernardino
EA 007161
District Agreement No. 8-1306 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 1306

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 1306, ENTERED INTO EFFECTIVE ON _____, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED
GOVERNMENTS, a public entity, referred to
herein as "SANBAG."

RECITALS

1. The STATE and SANBAG hereto entered into Agreement No. 8-1306 on May 22, 2006, said Agreement contemplated the purchase of right of way for the widening of Interstate 215 (I-215) to provide for one (1) High Occupancy Vehicle (HOV) lane and one (1) mixed-flow lane in each direction and operational improvements including auxiliary lanes and braided ramps on I-215 in the City of San Bernardino from south of 9th Street overcrossing to south of Massachusetts Avenue (Segment 2), referred to herein as "PROJECT."
2. It has been determined that PROJECT will not be completed prior to the termination date of said Agreement

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Article 8 of Section III of said Agreement shall now be December 31, 2013 instead of June 30, 2010.
2. All other terms and conditions of said Agreement No. 8-1306 shall remain in full force and effect.
3. This Amendment No. 1 to Agreement is hereby deemed to be a part of said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

RANDELL H. IWASAKI
Director of Transportation

By: _____
PAUL M. EATON
Board President

By: _____
RAYMOND W. WOLFE, PhD
District Director

Attest: _____
VICKI WATSON
Board Clerk

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
LISA PACHECO
Budget Manager

By: _____
JEAN-RENE BASLE
Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: June 2, 2010

Subject: Materials Testing for Muscoy Underpass Retrofit Project

Recommendation:* Approve Amendment No. 3 to Contract No. C03015 with RMA Group to extend the contract end date to August 31, 2010, for materials testing for the Muscoy Underpass Retrofit Project.

Background: **This is an amendment to an existing contract.** On March 5, 2003, the SANBAG Board of Directors approved Contract No. C03015 with RMA Group to provide construction related materials testing for State Route 210 (SR-210) Segments 9 through 11. The Muscoy Underpass Retrofit project was initially a part of this SR-210 project, but was later separated out as an individual project due to the lengthy railroad involvement.

The purpose of the amendment is to extend the contract time to be concurrent with the extended construction duration and to allow time for RMA Group to complete closeout activities for the materials testing work for the Muscoy Underpass Retrofit project. Otherwise, materials testing services for the Muscoy Underpass Retrofit is completed.

Material testing is required on this construction project to meet State and Federal requirements. Due to various reasons, the construction duration on this project was extended. However, because the scope of work did not change, the materials testing needs also remained unchanged. For this reason, this amendment is only an

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

extension of the contract period of performance and does not include a change to the contract amount.


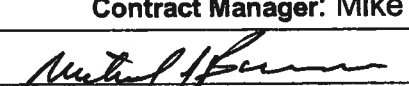

Financial Impact: This item is consistent with the FY 2009/2010 budget under TN 8241000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the contract as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C03015-3
by and between
San Bernardino County Transportation Authority
and
RMA Group
for
Materials Testing Services for SR-210 Segments 9-11

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>RMAG</u>	Retention: <input type="checkbox"/> Yes ___ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment				
Notes: Time extension only							
Original Contract: \$ <u>6,784,513</u>		Previous Amendments \$ <u>1,484,284</u> Previous Amendments \$ <u>0</u> Contingency / Allowance Total: Current Amendment: \$ <u>0</u> Current Amendment Contingency / Allowance: \$ <u>0</u>					
Contingency / Allowance Amount \$ <u>0</u>							
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ► \$ <u>8,358,797</u>							
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment							
Main Task/Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amendment Amt	
<u>0824</u>	<u>650</u>	<u>000</u>	<u>53700</u>	<u>99006</u>	<u>MSI – Major Projects</u>	<u>135,668</u>	
						\$ <u> </u>	
Original Board Approved Contract Date: <u>3/05/03</u>				Contract Start: <u>3/05/03</u>		Contract End: <u>5/05/07</u>	
New Amend. Approval (Board) Date: <u>6/02/10</u>				Amend. Start: <u>6/02/10</u>		Amend. End: <u>8/31/10</u>	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>30,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>105,668</u>	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0824</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT			
Check all applicable boxes:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)		
Task Manager: Garry Cohoe		Contract Manager: Mike Barnum	
 Task Manager Signature	<u>5/7/10</u> Date	 Contract Manager Signature	<u>5/7/10</u> Date
 Chief Financial Officer Signature	<u>5/7/10</u> Date		

CONTRACT NO: C03015

Amendment No. 3

Agreement By And Between

**San Bernardino
County Transportation Authority**

and

RMA Group

This AMENDMENT No. 3 to CONTRACT No. C03015 entered into this 2nd day of June, 2010 between the firm of RMA Group (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. C03015 ("Contract"), has engaged the services of CONSULTANT to provide materials testing services for the SR-210 Segments 9-11 ("Project"); and,

WHEREAS, the parties hereto desire to amend the aforesaid Contract to extend the period of performance to complete the materials testing services of the Project.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. C03015 as follows:

1. The period of performance under this Contract shall be extended to August 31, 2010.
2. Except as amended by this Amendment, all other provisions of Contract No. C03015 as amended remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written, but effective as of the day and year first set forth above.

RMA Group

By: _____
Ed Lyon., President
RMA Group

Date: _____

San Bernardino Associated Governments

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Minute Action

AGENDA ITEM: 11

Date: June 2, 2010

Subject: Professional Services Contract for the Project Approval and Environmental Document (PA/ED) phase of the Colton Crossing Grade Separation Project

Recommendation:* Approve Amendment No. 1 to Contract C08011 with HDR, Inc. extending the time of performance to June 30, 2011.

Background: **This is an amendment to an existing contract.** On July 11, 2007, the SANBAG Board of Directors approved contract number C08011 with HDR, Inc. to provide preliminary engineering and environmental professional services for the Colton Crossing Grade Separation Project. The original three-year contract time ends on July 11, 2010. Besides working on the preliminary engineering and environmental documents, considerable efforts have been expended and progress has been achieved in structuring a funding plan and gaining overall support for the project from the different stakeholders. However, analysis of the different build alternatives, and overall coordination with the stakeholders and with Federal and State agencies, took much longer than originally anticipated. Per the latest project schedule, a time extension to July 11, 2011 would enable SANBAG's consultant to wrap up all work related to the PA/ED phase of the project.

The purpose of the amendment is to allow additional time to complete the preliminary engineering and environmental documents for the PA/ED phase of the Colton Crossing Grade Separation Project.

Financial Impact: This item is consistent with the FY 2009/2010 budget under TN 8791000.

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*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

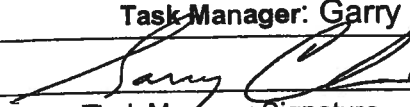


Witnessed: _____

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the contract as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C08011-1
by and between
San Bernardino County Transportation Authority
and
HDR Engineering Inc.
for
Engineering and Environmental Services

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original			
<input type="checkbox"/> Receivable	Vendor ID <u>HDR</u>	<input checked="" type="checkbox"/> Yes <u>10</u> % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment			
Notes: Time extension only						
Original Contract: \$ <u>3,340,786</u>		Previous Amendments		\$ <u>0</u>		
		Previous Amendments		\$ <u>0</u>		
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ <u>348,214</u>		Current Amendment:		\$ <u>0</u>		
		Current Amendment Contingency / Allowance:		\$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►				\$ <u>3,689,000</u>		
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amendment Amt
<u>0879</u>	<u>610</u>	<u>000</u>	<u>52005</u>	<u>21301</u>	<u>STATE IIP 75A0262</u>	\$ <u>0</u>
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>7/11/07</u>				Contract Start: <u>7/11/07</u>		Contract End: <u>7/11/10</u>
New Amend. Approval (Board) Date: <u>6/02/10</u>				Amend. Start: <u>6/02/10</u>		Amend. End: <u>6/30/11</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>0</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0879</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
	<input type="checkbox"/> Underutilized DBE (UDBE)
<div style="display: flex; justify-content: space-between;"> <div>Task Manager: <u>Garry Cohoe</u></div> <div>Contract Manager: <u>Khalil Saba</u></div> </div>	
 Task Manager Signature	 Contract Manager Signature
<u>5/7/10</u> Date	<u>5/7/10</u> Date
 Chief Financial Officer Signature	Date

CONTRACT NO: C08011

Amendment No. 1

Agreement By And Between

**San Bernardino
County Transportation Authority**

and

HDR Engineering Inc.

This AMENDMENT No. 1 to CONTRACT No. C08011 entered into this 2nd day of June, 2010 between the firm of HDR Engineering Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. C08011 ("Contract"), has engaged the services of CONSULTANT to provide preliminary engineering and environmental professional services for the Colton Crossing Project ("Project"); and,

WHEREAS, the parties hereto desire to amend the aforesaid Contract to extend the period of performance to complete the Project Approval and Environmental Document Phase of the Project.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. C08011 as follows:

1. The period of performance under this Contract shall be extended to June 30, 2011.
2. Except as amended by this Amendment, all other provisions of Contract No. C08011 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written, but effective as of the day and year first set forth above.

HDR Engineering Inc.

By:

Tom Kim., Vice President
HDR Engineering, Inc.

Date: _____

San Bernardino Associated Governments

By:

Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO LEGAL FORM:

By:

Jean-Rene Basle
SANBAG Counsel

Minute Action

AGENDA ITEM: 12

Date: June 2, 2010

Subject: San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4

- Recommendation:***
1. Approve Contract No. C10202 with Transportation Energy Solutions, Inc. for Construction Management Services for the San Bernardino Valley Coordinated Traffic Signal System Tier 3 and 4 project in the amount of \$478,861 with a contingency amount of \$48,000 for a total not-to-exceed contract amount of \$526,681.
 2. Approve budget amendment to increase the FY 2009/2010 budget for TN 70110000 in the amount of \$80,000 for a revised total Fiscal Year Project budget in the amount of \$164,621 as identified in the Financial Impact Section.
 3. Allow Construction Contract No. C10198 for construction of the San Bernardino Valley Coordinated Traffic Signal System Tier 3 and 4 project to proceed directly to the Board of Directors for approval to Award the Contract without being considered by the Major Projects Committee.

Background: In September 2000, the Board adopted the San Bernardino Valley Coordinated Traffic Signal System Plan which proposed to upgrade and coordinate nearly 1,200 traffic signals in 1000 locations along regionally significant arterials, providing inter-jurisdictional traffic signal coordination throughout the San Bernardino Valley. The Plan established a four-tiered approach to bring signal interconnect improvements to the San Bernardino Valley based on the funding availability for each tier.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Tiers 1 and 2 of the program, which included the design and construction of hardware and communication upgrades at almost 700 traffic signal locations, were completed in September 2008, and brought significant traffic congestion reduction along the implemented corridors.

Tiers 3 and 4 project proposes wireless interconnect upgrades to approximately 300 existing traffic signal locations throughout the San Bernardino Valley, including signals owned and maintained by Caltrans, the Cities of Chino, Chino Hills, Colton, Fontana, Highland, Loma Linda, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa and the County of San Bernardino.

On April 7, 2010, the SANBAG Board of Directors approved the final Plans, Specifications and Estimates (PS&E) for the San Bernardino Valley Coordinated Traffic Signal System Tier 3 and 4 project, approved the request to advertise and receive bids for construction, and ratified the approval of the Major Projects Committee at the March 2010 committee meeting to release the Request for Qualifications (RFQ) for construction management services.

On March 26, 2010, the RFQ for Construction Management Services was circulated and five (5) Statements of Qualifications (SOQ) were received. The selection panel consisting of representatives from SANBAG, Caltrans, the City of San Bernardino, the City of Chino, and the City of Yucaipa evaluated the SOQs and shortlisted three firms to interview. These firms, in alphabetical order, were:

- Berg and Associates, Inc.
- Minagar and Associates, Inc.
- Transportation and Energy Solutions, Inc. (TES)

Following the consultant selection interviews, the panel unanimously recommended the selection of TES for construction management services. SANBAG staff has negotiated a scope and cost with TES and recommends approval of Contract No. C10202 for construction management services with a not to exceed amount of \$478, 861 and a contingency amount of \$48,000 for a total not to exceed contract amount of \$526,681.

The project is funded with federal Congestion Mitigation and Air Quality (CMAQ) funds and Prop 1B Traffic Light Synchronization Program (TLSP) funds. This contract is not consistent with the FY 2009/2010 budget; hence a budget amendment is being requested as part of this item. The budget amendment would increase the budget amount by \$80,000 and would add \$80,000 of CMAQ

funds as a funding source. CMAQ funding for this project does not require a local funding match.

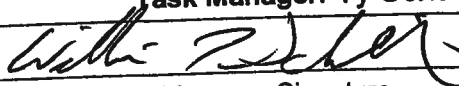


SANBAG entered into a Baseline Agreement with Caltrans and California Transportation Commission (CTC) that established the project scope, cost and schedule as well as the funding commitments. Per the Baseline Agreement, the project must be awarded and under construction by June 2010. SANBAG staff is awaiting the obligation of CMAQ funds prior to advertising the project for construction. Staff anticipates obligation shortly. As such, because of the current time constraints, staff is requesting that the approval of the construction contract proceed directly to the Board of Directors.

Financial Impact: Construction Management Contract C10202 is not consistent with the FY 2009/2010 budget. A budget amendment is included in this item to increase the FY 2009/2010 budget for TN 70110000 in the amount of \$80,000 for a revised total Fiscal Year Project budget in the amount of \$164,621. The FY 2009/2010 budget amendment would include the addition of \$80,000 of CMAQ funds as a funding source. Construction Contract C10198 is consistent with the FY 2009/2010 budget.

Reviewed By: This item was reviewed and recommended for approval (14-0-2; Abstained: Gonzales and Morris), by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the agreements as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C10202
by and between
San Bernardino Associated Governments
and
Transportation and Energy Solutions, Inc.
for
SBVCTSSP Tiers 3 and 4
Construction Management Services

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>TES</u>	Retention: <input type="checkbox"/> Yes ___ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes: Time extension only						
Original Contract: \$ <u>478,861</u> Contingency / Allowance Amount \$ <u>48,000</u>	Previous Amendments \$ <u>0</u> Previous Amendments \$ <u>0</u> Contingency / Allowance Total: Current Amendment: \$ <u>0</u> Current Amendment Contingency / Allowance: \$ <u>0</u>					
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►			\$ <u>526,681</u>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amendment Amt
<u>0701</u>	<u>000</u>	<u>000</u>	<u>52005</u>	<u>11210</u>	<u>CMAQ</u>	\$ <u>526,681</u>
						\$ _____
Original Board Approved Contract Date: <u>7/02/10</u>				Contract Start: <u>7/02/10</u>		Contract End: <u>12/31/11</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: _____ \$ _____		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>526,681</u>
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						
CONTRACT MANAGEMENT						
Check all applicable boxes:						
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)						
Task Manager: Ty Schuiling				Contract Manager: Mike Barnum		
 Task Manager Signature				 For MB Contract Manager Signature		
 Chief Financial Officer Signature				Date <u>5/24/10</u> Date		

ATTACHMENT “A”

Contract C10202

SCOPE OF SERVICES CONSTRUCTION MANAGEMENT San Bernardino Valley Coordinated Traffic Signal System Program Tiers 3 and 4

INDEX

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- I. THIRD PARTY RELATIONSHIPS
- J. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support construction of signal interconnect for Tiers 3 and 4 of the San Bernardino Valley Coordinated Traffic Signal System Program (Project). The Project is funded with federal Congestion Mitigation and Air Quality (CMAQ) funds. The Project, in general, involves the installation of wireless and hardwire traffic signal interconnect systems, modification of traffic signals, and connecting traffic signals to existing fiber optic systems at approximately 340 signalized intersections. The overall benefit of the Project will be reduced fuel consumption, travel time, and delay and improved air quality in the Valley region of San Bernardino County. CONSULTANT shall provide qualified construction management and inspection personnel to perform a wide variety of construction management, inspection and contract administration duties as outlined in this Scope of Services for the Project. Caltrans and certain cities will provide their own inspectors.

Coordination between the CONSULTANT and SANBAG will be accomplished through the SANBAG Contract Manager. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his/her designees. The Contract Manager is responsible for oversight of all SANBAG construction activities and for directing the efforts of the total construction team. The Contract Manager will be the main contact and primary source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public.

The SANBAG Contract Manager for this contract will be:

Edgar Perez
Project Manager

The construction components of the Project, in general, include the following:

- ◆ Wireless Ethernet signal interconnect installations.
- ◆ Wireless spread spectrum radio signal interconnect installations.
- ◆ Traffic Signal interconnect conduit and cable installations.
- ◆ Traffic Signal controller assembly installations and traffic signal controller unit installations.
- ◆ Telephone service installations.
- ◆ Fiber optic signal interconnect installations.
- ◆ Cellular modem installations
- ◆ GPS antenna and associated installations.

This project involves interfacing with 15 different local jurisdictions, including cities, county and Caltrans. Each jurisdiction has adopted its own traffic control equipment, which has been operated and maintained within each jurisdiction for a period of time. Table 1 provides a summary of the different traffic control equipment being in use in each jurisdiction.

Specific construction details of the Project are provided in the Project Plans and specifications, which will be made available upon shortlist notification.

Duration of construction is estimated at 130 working days.

Table 1
Existing Traffic Signal Equipment by Jurisdictions

	Cabinet Type	Controller Type	Firmware	System	New Master Controller	New Controller
CALTRANS	332	170, 170(E)	C-8,	CTNet	3	0
Chino	O/P	ASC/2/2S/2M/3	N/A	Aries	4	1
Chino Hills	P	ASC/2/2S/8000	N/A	Aries	1	2
Colton	P/332/337	170(E), 170ATC	BiTran 200SA BiTran 233	QuicNet	4	5
Fontana	P/R/332	ASC/2/2S/2M/3	N/A	Aries	2	1
Highland	332	170(E)	BiTran 233, BiTran 2033	QuicNet	4	1
Loma Linda	332/P	170E, ASC/2S	BiTran 233	QuicNet	0	0
Ontario	P	ASC/2/2S	N/A	Icons/Aries	0	3
Rancho Cucamonga	P/R/332	ASC/2/2M/2S/3	N/A,	Aries	4	21
Redlands	P/332	2070(ATC/L), ATCnx	SE-PAC	ACTRA	0	6
Rialto	P/R/332/ 333jp	170(ATC CF),	BiTran 750	QuicNet	5	29
San Bernardino City	332	170(E)	BiTran200SA	QuicNet	3	0
San Bernardino Co.	P/R	ASC/2/2S/3, EPAC M52/300/ATCnx Traconex 390,	N/A	Various	0	1
Upland	332	170(E), 2070	BiTran200SA/ BiTran 2033	QuicNet	5	35
Yucaipa	P/332	170/170(E)	BiTran 200/233	QuicNet	1	1

B. PERFORMANCE REQUIREMENTS

CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact shall be assigned to direct and coordinate all construction activities under this contract, plus a Systems Engineer shall be assigned to this project to provide construction management of hardware implementation interfacing with the local traffic control systems, hardware, firmware and software.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project.

The Project Manager and/or Systems Engineer shall have experience with the design and implementation of traffic control equipment and with the radio, cellular, and hardwire (copper and fiber optics) communications equipment of this project. In particular, the experience should include communications interface between the different traffic control equipment (including controller hardware, firmware and central/field traffic signal management systems) shown in Table 1 and the radio, cellular, and hardwire communications equipment of this project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will determine the quality and quantity of services provided by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected, or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the level of performance of CONSULTANT personnel is below SANBAG expectations, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT personnel shall assist in monitoring compliance with:

1. Labor standards and related wage determination decisions of the Secretary of Labor.
2. Safety and accident prevention provisions for the Project. However, this is not intended to make CONSULTANT responsible for construction contractor's safety programs.
3. Equal opportunity provisions for the Project.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that Tiers 3 and 4 Project will be executed under one construction contract. Where the terms "Project" and "Contractor" are used herein, they shall apply to all phases and Contractors.

1. Pre-construction Meetings
 - a. CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, Caltrans, local agency, the design engineer, cities, and utility companies.
2. Project Administration
 - a. CONSULTANT shall provide one project manager to effectively administer the project construction contractors using proper procedures in accordance with Caltrans Construction Manual.
 - b. CONSULTANT shall conduct regular project monthly (or as needed) coordination meetings with the Contractors, SANBAG, Caltrans, County, cities, and design engineer, and/or as appropriate. CONSULTANT shall write the minutes of these meetings and obtain status and track all action items with the assignees.
 - c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
 - d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
 - e. CONSULTANT shall establish and maintain a filing system for the project using the Caltrans Construction Manual as a guideline.
 - f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the

Project.

- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.
- h. CONSULTANT shall review and enforce compliance with environmental requirements.
- i. CONSULTANT shall participate in meetings with the Contractors, SANBAG, Caltrans, County and cities as required.
- j. CONSULTANT shall review the Project plans and special provisions for project familiarity.
- k. CONSULTANT shall review Contractors' certified payroll records for labor compliance.

3. Construction Coordination

- a. CONSULTANT shall provide one qualified Project Manager, one qualified Systems Engineer and qualified Inspectors, as needed, to manage the Project.
- b. CONSULTANT shall act as a prime point of contact between Contractor, SANBAG, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between Caltrans, design engineers, cities, and the public.
- c. CONSULTANT shall maintain regular contact with SANBAG's Contract Manager by way of daily briefings in-person and/or by telephone communications.
- a. CONSULTANT shall coordinate utility services with utility companies and their designees.
- b. CONSULTANT shall review all equipment specifications and/or cut-sheets provided by Contractor and evaluate if such equipment meets the requirements of this project, as specified in the Bid Specifications and electronic industry standards for such use, and recommend approval or rejection to SANBAG. CONSULTANT shall evaluate all equipment interface issues relating to the ability of the proposed equipment to successfully work with and communicate properly with the various types of traffic signal controllers, modems, switches, and traffic signal systems being in used by different local jurisdictions.
- f. CONSULTANT shall analyze and interpret Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents. However, CONSULTANT shall not be responsible for the errors or deficiencies of others.
- g. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to help ensure the Project proceeds on schedule and according

to the order of work in the plans and special provisions. CONSULTANT shall recommend to SANBAG if contractor should expedite work, as required, to maintain schedule.

- h. CONSULTANT shall coordinate review of material submittals and Requests for Information (RFI) with the Contract Manager and design engineer. CONSULTANT shall log and track all submittals and requests.
- i. CONSULTANT shall provide a qualified Storm Water Pollution Prevention Plans (SWPPP) coordinator who shall review contractor prepared SWPPP and coordinate approval with SANBAG and Caltrans or the City. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- j. CONSULTANT shall coordinate the implementation of SANBAG approved changes with the Contract Manager and the design engineer.
- k. CONSULTANT shall coordinate all project construction activities with other on-going projects within and adjacent to the Project.

4. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall communicate with the appropriate Caltrans, County, City, and local agency personnel as required throughout the Project. CONSULTANT shall keep SANBAG informed by daily briefings and/or telephone or e-mail communications regarding all directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents applicable laws, codes, and ordinances.
- c. CONSULTANT shall establish and maintain friendly and cooperative relations with those contacted in the course of the work and to communicate effectively, both orally and in writing.
- d. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and part 6-Temporary Traffic Control of the California Manual on Uniform Traffic Control Devices (CAMUTCD). CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH).
- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to the following:

1. Traffic signal and electrical systems inspection, wireless traffic signal interconnection system inspection, central traffic signal software configuration, trenching inspection, quantity calculations, fiber optic systems inspection, quality control, along with other duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
2. CONSULTANT shall observe the Contractor's site evaluation of the radio antennae and other equipment location on site, and approve Contractor's suggested location of such equipment prior to construction at each intersection. The location of such equipment on the Design Plans are preliminary locations based on the topology review only, and may be altered on site to achieve the most optimum location. Such approval shall be provided on-site upon Contractor's determination of the optimum location of such equipment using a Spectrometer, or other specialized equipment for this purpose. CONSULTANT shall also direct Contractor to tests various alternative locations on-site to determine the most optimum location
3. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
4. Ensuring that the Contractor maintain proper traffic control during construction, including obtaining necessary permits from each local jurisdiction, properly protecting the safety and operations of the construction personnel as well as other road and pedestrian users.
5. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
6. Assisting the contractor in the preparation of as-built plans required by the receiving agency.
7. Providing inspections for environmental compliance.
8. Other duties as may be required or reasonably requested.

5. Project Support

a. Public Relations

CONSULTANT shall cooperate with SANBAG in the dissemination of appropriate Project information. Should CONSULTANT personnel receive complaints from the public or other entities, he/she shall promptly notify SANBAG. CONSULTANT shall maintain a log of all complaints and inquiries. Where appropriate, CONSULTANT shall direct the Contractor to address complaints in a timely manner.

b. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG, the design engineer, affected jurisdictions and other SANBAG consultants to help ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

6. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Contingency balance
6. Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

7. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer and/or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows:

1. Agreed Price
2. Adjustment in compensation to a bid item
3. Time and materials or Force Account

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.

d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

8. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all safety equipment for CONSULTANT personnel.

9. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SANBAG, including SWPPP provisions as applicable.
- c. CONSULTANT shall review and certify completeness of as-built drawings to the extent of CONSULTANT's knowledge.
- d. CONSULTANT shall have contractor demonstrate to design engineer and SANBAG that all new communication systems work as designed.
- e. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans, County, Cities, Contractors, and design engineer.
- f. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- g. CONSULTANT shall prepare and deliver to SANBAG all project files.
- h. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries, and Engineer's daily diaries.
2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment

records.

4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects.
5. Project Completion Report.
6. All project files, project reports, project photos, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to help assure full-time, 24-hour, communication. If a radio system is to be used, CONSULTANT shall provide a base station at the SANBAG provided office (see Item F-3 below).
3. CONSULTANT personnel shall be provided with all applicable project plans, specifications, and appropriate standards (see item G below).

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.
3. SANBAG will provide office space, telephone, desk, chair, file cabinet, fax and copy machines.

G. STANDARDS

All construction inspection and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

1. Construction Manual and its revisions.
2. Construction Records and Procedures Manual.
3. Quality Assurance Program.
4. California Manual on Uniform Traffic Control Devices (FHWA's MUTCD 2003 Revision 1, as amended for use in California).
5. Caltrans Standard Specifications and Standard Plans.

6. NEMA and other applicable traffic control equipment standards

H. LIMITATIONS TO AUTHORITY

CONSULTANT, when acting on behalf of SANBAG, shall not exceed the authority of SANBAG's design engineer. Notwithstanding any other provision in this Scope of Services and the Contract, CONSULTANT shall NOT:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, safety programs and/or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of remuneration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the San Bernardino Valley Coordinated Traffic Signal System Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, city jurisdictions, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans or City or County representatives, the design engineer, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. Unless specifically directed, all oral and written communication shall be directed only to SANBAG. Distribution of Project related communication and information will be at the discretion of SANBAG.

J. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Project management experience on construction of similar projects.
- b. Ability to use typical computer programs for word processing and spreadsheets.
- c. Reasonably accessible to SANBAG at all times during normal working hours.
- d. A thorough understanding of Caltrans construction contract administration procedures.
- e. A thorough understanding of Caltrans construction practices and procedures.
- f. Knowledge of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollutant Discharge Elimination System (NPDES) as they relate to signal construction projects.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT engineering & inspection personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SANBAG.
- e. Assign field personnel to specific project tasks.
- f. Monitor and track Contractor progress.
- g. Prepare daily, weekly and monthly reports as required.
- h. Coordinate efforts of SANBAG construction support consultants.
- i. Coordinate utility service requirements with appropriate agencies.
- j. Act as prime field contact between SANBAG and various project Contractors in a capacity similar to that of a Resident Engineer.

2. Systems Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years of experience as related to traffic control equipment and communications design and implementation projects, or a four-year degree in electrical or systems engineering and a combination of at least four years of similar traffic control equipment experience.
- b. Knowledge of all NEMA and related equipment specifications as they relate to traffic signal communications projects.
- c. Ability to address any equipment interface issues and solving these type of equipment operational problems.

The System Engineer will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all equipment implementation of this project.
- b. Assist in the evaluation of equipment specifications and/or cut-sheets to ensure compliance.
- c. Assist in determining the proper firmware, software or data implementation to ensure successful operations of the radio, cellular and hardwire communications with the traffic signal control equipment and systems
- d. Assist in determining the optimum location of radio antennae in the field as requested by the Field Inspectors.

3. Lead Field Inspector

Minimum qualifications shall be as follows:

- d. Eight (8) years of construction inspection experience as related to Caltrans or signal interconnect projects, or a four-year degree in civil or electrical engineering and a combination of at least four years of similar construction inspection.
- e. Knowledge of all local regulatory requirements pertaining to Storm Water Pollution Prevention Plan (SWPPP) as they relate to signal construction projects.
- f. Ability to work independently. Ability to perform duties in the construction office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Understanding of Caltrans field and construction office procedures.
- i. Ability to use a calculator and typical computer programs for word processing and spreadsheets.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project.
- e. Observe Contractor's conduct of field tests to determine the optimum locations of radio antennae and other communications equipment on site, and approve the adoption of optimum locations, which may differ from the location indicated on the Design Plans. Instruct Contractor to make necessary changes of cabling routes on site as necessary.
- f. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- g. Coordinate field testing and sampling of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- h. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- i. Provide input for the redesign of facilities to fit existing field conditions.
- j. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

3. Field Inspector

Minimum qualifications shall be as follows:

- a. Two to three year's construction inspection experience as related to signal interconnect projects.
- b. Knowledge of construction practices, physical characteristics and properties of signal interconnect requirements. Knowledge of signal construction materials, and approved methods and equipment used in making physical tests of signal interconnect materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Understanding of Caltrans construction methods and practices.
- e. Ability to use a calculator and typical computer programs for word processing and spreadsheets.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.

- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing and sampling of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform labor compliance interviews of the Contractors' personnel.

4. Office Engineer

Minimum Qualifications shall be as follows:

- a. Construction inspection/office engineering experiences on similar traffic signal interconnect projects.
- b. Knowledge of Caltrans Local Assistance Construction forms used to administer construction projects.
- c. Knowledge of construction records and accounting procedures.
- d. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Reasonably accessible to SANBAG at all times including weekends and holidays in the event of an audit or other mandated review.
- f. Perform routine calculations and checking of quantities.
- g. Coordinate all office activities and functions with SANBAG representatives.

[illegible]

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ALLIANCE

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LEADS SHEET

1978

Transportation & Energy Solutions, Inc.

San Bernardino Valley Coordinated Traffic Signal System Program – Tiers 3 and 4 Construction Management

I. DIRECT LABOR COSTS

Subtotal Hours & Direct Labor Costs	3,860	<u>\$166,945.87</u>	
Anticipated Salary Increases		<u>\$0.00</u>	
Total Direct Labor Costs		<u>\$166,945.87</u>	(1)

INDIRECT RATE	<u>142.13</u>	% x	\$ <u>166,945.87</u>	=	Subtotal	<u>\$237,280.17</u>	(2)
			Subtotal (1)				

$$\frac{9}{100} \times \$ \frac{404,226.04}{\text{Total (1) + (2)}} = \text{Subtotal} \quad \underline{\underline{\$36,380.34}} \quad (3)$$

Subtotal \$	<u>\$20,610.00</u>	(4)
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TCM Group	\$17,645.00	
Subtotal \$	\$17,645.00	(5)

C10202 Attachment B
TN 70110000

LABOR & OTHER DIRECT COST (ODC) SUMMARY

San Bernardino Valley Coordinated Traffic Signal System Program - Plans 3 and 4

Construction Management

April 30, 2010

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Chief Traffic Signal Engineer	Michael Barone			575	\$44.75	\$25,732.40	\$0.00	\$25,732.40	\$36,573.46	\$5,607.53	\$67,913.39	\$118.11
Chief Manager/Engineer	Daniel Nelson			774	\$44.75	\$37,302.93	\$0.00	\$37,302.93	\$53,018.65	\$8,128.94	\$98,450.53	\$127.20
Chief Manager	Glenn Peterson			52	\$44.75	\$2,327.10	\$0.00	\$2,327.10	\$3,307.51	\$507.12	\$6,141.73	\$118.11
Transportation Engineer	Chief Marshall			15	\$33.64	\$503.10	\$0.00	\$503.10	\$715.06	\$109.63	\$1,327.79	\$88.52
Systems Engineer	Joe Provenza			212	\$44.75	\$10,217.34	\$0.00	\$10,217.34	\$14,521.91	\$2,226.53	\$26,965.78	\$127.20
Site Field Inspector/Supervisor	Glenn Bailey			690	\$44.00	\$30,360.00	\$0.00	\$30,360.00	\$43,150.67	\$6,615.96	\$80,126.63	\$116.13
Site Inspector	Glenn Bailey			728	\$39.60	\$28,756.00	\$0.00	\$28,756.00	\$40,870.90	\$6,266.42	\$75,893.32	\$104.25
Site Inspector	Howard Wells			728	\$39.60	\$28,756.00	\$0.00	\$28,756.00	\$40,870.90	\$6,266.42	\$75,893.32	\$104.25
Site Inspector	William Orendon			58	\$39.60	\$2,291.00	\$0.00	\$2,291.00	\$3,256.20	\$498.25	\$6,046.45	\$104.25
Union Assistant	Uliu Ayala			28	\$25.00	\$700.00	\$0.00	\$700.00	\$994.91	\$152.54	\$1,847.45	\$65.98
TOTAL =						\$166,945.87	\$0.00	\$166,945.87	\$227,280.17	\$36,380.34	\$440,606.39	

INDIRECT COST	
Direct Labor Overhead	118.38%
Fringe Benefits	25.75%
Total	142.13%

FEE (PROFIT)	3.00%
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NOTED: Daniel Nelson, PM and Joe Provenza, Systems Engineer, a capped rate was proposed to reduce cost. (i.e. rates for these personnel are less than what they would be if multiplied by indirect cost factor)

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
gr. Diem				\$0.00	
gr. Milled	\$0.500	Misc	30,000.00	\$15,000.00	
gravel				\$0.00	
Computer Charges				\$0.00	
Photocopies (Black & White)				\$0.00	
Photocopies (Color)				\$0.00	
Commercial Printing				\$0.00	
all Courier				\$0.00	
Peripherals				\$0.00	
Technical Traffic Counts				\$0.00	
Antisegment Counts				\$0.00	
Senior Street Sweeper	\$185	Monthly	11.0	\$1,485.00	
Site Photocopies	\$375	Monthly	11.0	\$4,125.00	
Additional Text				\$0.00	
				\$0.00	
				\$0.00	
TOTAL OTHER DIRECT COSTS				\$20,610.00	

Escalation Per Year = 0.00%			
Year	# of Months	Esc.	Value
2009	12	1.000	2,000
2010	12	1.000	12,000
2011	12	1.000	12,000
2012	12	1.000	12,000
2013	12	1.000	12,000
2014	12	1.000	12,000
TOTAL	62		62,000
Escalation Factor for Contract			1.000



TOTAL COSTS	\$461,216.39
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San Bernardino Valley Coordinated Traffic Signal System Program – Tiers 3 and 4

125

SANBAG Contract No. C10198
by and between
San Bernardino Associated Governments
and
TBD
for
SBVCTSSP Tiers 3 and 4
Construction Contract

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____		Retention:		<input checked="" type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID <u>TBD</u>		<input type="checkbox"/> Yes ___ % <input type="checkbox"/> No		<input type="checkbox"/> Amendment	
Notes: Time extension only						
Original Contract:		\$ <u>TBD</u>		Previous Amendments		\$ <u>0</u>
				Previous Amendments		\$ <u>0</u>
				Contingency / Allowance Total:		
Contingency / Allowance Amount		\$ <u>TBD</u>		Current Amendment:		\$ <u>0</u>
				Current Amendment Contingency / Allowance:		\$ <u>0</u>
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>TBD</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amendment Amt
<u>0701</u>	<u>000</u>	<u>000</u>	<u>53701</u>	_____	<u>CMAQ</u>	\$ <u>TBD</u>
<u>0701</u>	<u>000</u>	<u>000</u>	<u>53701</u>	_____	<u>STATE TLSP</u>	\$ <u>TBD</u>
Original Board Approved Contract Date:				<u>7/02/10</u>	Contract Start: <u>7/02/10</u>	Contract End: <u>12/31/11</u>
New Amend. Approval (Board) Date:				_____	Amend. Start: _____	Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>TBD</u>
		\$ <u>0</u>				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>7011</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT			
Check all applicable boxes:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)		
Task Manager: Ty Schuiling		Contract Manager: Mike Barnum	
 Task Manager Signature		 Contract Manager Signature	
Date <u>5/7/10</u> Chief Financial Officer Signature		Date <u>5/7/10</u> Date	